

AMERICAN CIVIL LIBERTIES UNION
of NEW JERSEY

FOUNDATION

P.O. Box 32159
Newark, NJ 07102Tel: 973-642-2086
Fax: 973-642-6523info@aclu-nj.org
www.aclu-nj.orgFrank Corrado
PresidentEdward Barocas
Acting Executive Director
Legal Director

BY MAIL & FACSIMILE (856) 757-7220

December 28, 2012

Luis Pastoriza, City Clerk
P.O. Box 95120
Camden, NJ 08101-5120

Dear Mr. Pastoriza:-

I received your office's response to my records request dated October 23, 2012, which sought additional records pertaining to Automatic License Plate Recognition (ALPR) technology. However, I still have not received some of the requested records. Indeed, many of the records provided were repetitive of the records disclosed in response to my earlier request dated July 30, 2012, and of each other (including two identical, 76-page PDF files containing Resolution MC-10:914, Contract #4-10-122, and the associated bid documents). I still await the following:

1. The "Certification as to the Availability of Funds" that should have preceded approval of Resolution MC-10:766 on January 12, 2010 (which, in turn, authorized the purchase of three ALPR units pursuant to Contract #1-1-103);
2. The signed contract to purchase four ALPR units that should have followed approval of Resolution MC-12:2516 on February 14, 2012; and
3. Paid invoices documenting Camden's purchase of the ALPR units associated with:
 - a. Resolution MC-10:766 (and Contract #1-1-103); ¹⁻¹⁰⁻¹⁰³ 49,500.
 - b. Resolution MC-12:2283 (and Contract #2-12-119); and 79,032.
 - c. Resolution MC-12:2516 (and the contract referenced in item #2 above). 13,904.65 Major.

In addition, please provide the following:

4. Grant award notices or other such records, regardless of label, documenting all funding allocations, including at least the amount and purpose of each allocation, from all grants funding each ALPR unit purchased by Camden, whether in whole or in part (e.g., the \$1,000,000.00 U.S. Department of Justice grant that Camden accepted in a resolution dated December 8, 2009; the \$500,000.00 U.S. Department of Homeland Security grant for which Camden was authorized to apply by a resolution dated April 10, 2012).



CITY OF CAMDEN
DEPARTMENT OF FINANCE
Rm. 213 City Hall, P.O. Box 95120
Camden, NJ 08101-5120
856-757-7060

PURCHASE ORDER #

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 10-01756

SHIP TO: POLICE ADMINISTRATION BUILDING
800 FEDERAL ST
CAMDEN, NJ 08103
ATTN: CAPTAIN ALBERT HANDY

QUA08

VENDOR: WPCS INTERNATIONAL INC.
1985 SWARTHMORE AVE
SUITE 4
LAKEWOOD NJ 08701

PAYMENT RECORD:

CHECK NO. DATE

RETURN VOUCHER TO:

Finance Dept. - Acct's Payable
Room 213, City Hall
Camden, NJ 08101

Revised

THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING. ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
3.00/EA	TO FURNISH & DELIVER THREE (3) CAMERA MOBILE LAW ENFORCEMENT PACKAGES	G-10- -516-104	16,500.0000	49,500.00
	PIPS AUTOMATIC LICENSE PLATES RECOGNITION (ALPR) SYSTEMS 810 NM ILLUMINATION, SUPERREX PROCESSOR, CAMERA CABLE/CONNECTOR(S), GPS MODULE, PAGIS SOFTWARE, AND DONGLE, PIPS ALPR/OCR ENGINE, CLIENT/SERVER ARCHITECTURE, CAMERA BRACKET AND MOUNT ASSEMBLIES OR APPROVED EQUAL.			
	BID 09-19			
	CONTRACT # RESOLUTION DATE #	Contract # 1-10-103		
			TOTAL	49,500.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under penalty of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount is a reasonable one. I understand no payments will be made for additional work not included on this purchase order.

CLAIMANT

POSITION

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

Albert Boyd
CHIEF FINANCIAL OFFICER

VENDOR:

SEE CONDITIONS
ON
REVERSE SIDE

APPROVED:

THIS PURCHASE COMPLIES WITH THE NJ LOCAL PUBLIC CONTRACT LAW N.J.S.A. 10A:11-1 ET SEQ.

D. Borden
PURCHASING AGENT

NOTICE: THE CITY OF CAMDEN UNDER N.J. SALES TAX ACT, CHAPTER 30, P.L. 1966 (N.J.S.A. 5:32B) IS EXEMPT FROM ALL TAXATION. FED. I.D. #21-6000-418.

NOTICE TO VENDORS: NO ADDITIONS ARE TO BE MADE TO THIS PURCHASE ORDER. Finance Dept. will honor invoices which conform to purchase order as prepared by Purchasing Agent only. Invoices must be rendered and sent promptly to the Finance Dept. Accts. Payable, City Hall-Room 213, Camden, New Jersey 08101, giving order number. All packages must contain packing list. All packages, delivery slips, etc. must contain this order number. All goods and services must be billed at the agreed price, which shall include delivery charges unless otherwise specified.

VENDOR'S TAX I.D. NO. AND/OR S.S. NO.

VENDOR - SIGN AT X AND RETURN TO FINANCE DEPT. ACCT'S PAYABLE WITH INVOICE

January 3, 2013
08:35 PM

CAMDEN CITY
Requisition Inquiry

Page No: 1

Requisition No: 10-01420

Status: PO: 10-01756

Entered By: DEM

1st Aprv By: DPB

2nd Aprv By: DPB

3rd Aprv By: LH

P.O. Number: 10-01756

Vendor: QUA08

State Contract:

Requested Date: 12/10/09

WPCS INTERNATIONAL INC.

Due Date:

1985 SWARTHMORE AVE

Description: LICENSE PLATES RECOGNITION

SUITE 4

Req Total: 49,500.00

LAKEWOOD, NJ 08701

Seq	Catalog Num	Qty	Unit	Price	Item Total	Charge Acct Description	Invoice	Tracking Id
-----	-------------	-----	------	-------	------------	-------------------------	---------	-------------

1		3.00	EA	16,500.0000	49,500.00	G-10- -503-901 FY 09 JUSTICE ASSISTANCE CAMDEN CITY)		
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TO FURNISH & DELIVER THREE (3)

CAMERA MOBILE LAW ENFORCEMENT PACKAGES

PIPS AUTOMATIC LICENSE PLATES
RECOGNITION (ALPR) SYSTEMS 810 NM
ILLUMINATION, SUPERREX PROCESSOR,
CAMERA CABLE/CONNECTOR(S), GPS MODULE,
PAGIS SOFTWARE, AND DONGLE, PIPS ALPR/
OCR ENGINE, CLIENT/SERVER ARCHITECTURE,
CAMERA BRACKET AND MOUNT ASSEMBLIES OR
APPROVED EQUAL.

BID 09-19

CONTRACT #

RESOLUTION DATE #

49,500.00

January 3, 2013
08:37 PM

CAMDEN CITY
Purchase Order Inquiry

Page No: 1

Purchase No: 10-01756
Status: Clsd
Order Date: 01/08/10
Due Date:
Description: LICENSE PLATES RECOGNITION
P.O. Total: 49,500.00
Void Total: 0.00
Vendor: QUA08
WPCS INTERNATIONAL INC.
1985 SWARTHMORE AVE
SUITE 4
LAKEWOOD NJ 08701

Seq Catalog Num	Qty	Unit	Price	Item Total	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
Line Item Description					Charge Acct				Description
Line Item Notes									

1	3.00	EA	16,500.0000	49,500.00	P 101703	01/08/10	08/18/10	08/19/10	70314
TO FURNISH & DELIVER THREE (3)									
CAMERA MOBILE LAW ENFORCEMENT PACKAGES									

PIPS AUTOMATIC LICENSE PLATES
RECOGNITION (ALPR) SYSTEMS 810 NM
ILLUMINATION, SUPERREX PROCESSOR,
CAMERA CABLE/CONNECTOR(S), GPS MODULE,
PAGIS SOFTWARE, AND DONGLE, PIPS ALPR/
OCR ENGINE, CLIENT/SERVER ARCHITECTURE,
CAMERA BRACKET AND MOUNT ASSEMBLIES OR
APPROVED EQUAL.

BID 09-19

CONTRACT #
RESOLUTION DATE #

49,500.00

January 3, 2013
09:08 PM

CAMDEN CITY
Purchase Order Inquiry

Page No: 1

Purchase No: 12-01984
Status: Clsd
Order Date: 01/31/12
Due Date:
Description: LICENSE PLATE READERS/POLICE
P.O. Total: 0.00
Void Total: 79,032.00
Vendor: QUA08
WPCS INTERNATIONAL INC.
1985 SWARTHMORE AVE
SUITE 4
LAKEWOOD NJ 08701

B. ME-12-2283
2-12-119
VOIDED

Seq	Catalog Num	Qty	Unit	Price	Item Total	Stat/Chk	Enc Date	Rcvd Date	Chk/Void date	Invoice
Line	Item Description					Charge Acct			Charge Acct	Description
1	1.00 AUTOMATIC LICENSE PLATE READERS	0.0000	0.00	V	0	01/31/12	08/27/12			
				G-12-	-526-999		EDWARD BYRNE JAG-LET 1-1-10 [CFDA#16.738			
2	4.00 SLATE-810-LE-G THREE CAMERA MOBILE LAW ENFORCEMENT PACKAGE	16,500.0000	66,000.00	V	0	01/31/12	08/27/12			
				G-12-	-526-999		EDWARD BYRNE JAG-LET 1-1-10 [CFDA#16.738			
3	1.00 FIELD ENGINEERING SERVICES FOR ONE DAY OF CONFIGURATION OF MOBILE ALPR VEHICLES AND BACKEND BOSS SERVER	1,200.0000	1,200.00	V	0	01/31/12	08/27/12			
				G-12-	-526-999		EDWARD BYRNE JAG-LET 1-1-10 [CFDA#16.738			
4	4.00 YEARLY PAGIS CLIENT SOFTWARE MAINTENANCE/SUPPORT	1,250.0000	5,000.00	V	0	01/31/12	08/27/12			
				G-12-	-526-999		EDWARD BYRNE JAG-LET 1-1-10 [CFDA#16.738			
5	4.00 YEARLY ON-SITE VEHICLE HARDWARE MAINTENANCE/SUPPORT	750.0000	3,000.00	V	0	01/31/12	08/27/12			
				G-12-	-526-999		EDWARD BYRNE JAG-LET 1-1-10 [CFDA#16.738			
6	4.00 CTSMCHGR-P TRUNK SIDE MOUNT PASSENGER INSTALLATION OF EQUIPMENT	208.0000	832.00	V	0	01/31/12	08/27/12			
				G-12-	-526-999		EDWARD BYRNE JAG-LET 1-1-10 [CFDA#16.738			
7	4.00 PP-INSTALL-MD INSTALLATION OF EQUIPMENT	750.0000	3,000.00	V	0	01/31/12	08/27/12			
				G-12-	-526-999		EDWARD BYRNE JAG-LET 1-1-10 [CFDA#16.738			
	QUOTE NO: Q19471									

*JAG LAW ENFORCEMENT TECHNOLOGY GRANT

CONTRACT #

RESOLUTION #

RESOLUTION DATE #

January 3, 2013
09:08 PM

CAMDEN CITY
Purchase Order Inquiry

Page NO: 2

Seq Catalog Num	Qty	Unit	Price	Item Total	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
Line Item Description					Charge Acct				
Line Item Notes									Charge Acct Description
				0.00	(Excludes Void Amt: 79,032.00)				



CITY OF CAMDEN
DEPARTMENT OF FINANCE
Rm. 213, City Hall, P.O. Box 95120
Camden, NJ 08101-5120
856-757-7060

PURCHASE ORDER #
THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 12-02950

1 POLICE ADMINISTRATION BUILDING
800 FEDERAL ST
CAMDEN, NJ 08103
SHIP TO: ATTN: SGT. ANTHONY MOFFA

VENDOR: MAJOR POLICE SUPPLY
47 N DELL AVENUE
KENVIL NJ 07847

MAJ01
RECEIVED
JUL 30 2012
BY:

ORDER DATE: 05/22/12
REQUISITION NO: 12-02217
DELIVERY DATE:
STATE CONTRACT: 80311
F.O.B. TERMS:

PAYMENT RECORD:
CHECK NO. DATE
RETURN VOUCHER TO:
Finance Dept. - Acct's Payable
Room 213, City Hall
Camden, NJ 08101

MC: 12.2516
12.2516

THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING. ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED.

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	RE: QUOTE TO PURCHASE FOUR (4) AUTOMATIC LICENSE PLATE READERS FOR POLICE VEHICLES	G-12- -526-999	0.0000	0.00
4.00/EA	SLATE-810-LE-G Three Camera Mobile Law Enforcement Package including 810nm illumination, SuperX processor, camera cable/connector (s), GPS module, PAGIS software, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies	G-12- -526-999	15,007.5600	60,030.24
4.00/EA	PIPS-SRVC-MAINT-MOBILE Annual maintenance cost for the PIPS mobile vehicle systems including PAGIS in-car display software and OCR (years 1 & 2)	G-12- -526-999	1,813.6000	7,254.40
4.00/EA	MPS-MOBILE/BOSS INSTALLATION Installation, optimization, IT configuration of mobile camera system and BOSS Server	G-12- -526-999	1,500.0000	6,000.00
4.00/EA	Trunk tray mount for Crown Victoria (use \$270 for Chevrolet or Dodge)	G-12- -526-999	155.0000	620.00
1.00	EQUIPMENT, SOFTWARE, INSTALLATION & TRAINING	G-12- -526-999	0.0000	0.00
1.00/YR	MOBILE / UNIT EXTENDED	G-12- -526-999	0.0000	0.00

CLAIMANT'S CERTIFICATION AND DECLARATION
I do solemnly declare and certify under penalty of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount is a reasonable one. I understand no payments will be made for additional work not included on this purchase order.
President 10/29/12
DATE

CERTIFICATION OF FUNDS
I hereby certify the funds are available and encumbered.

Chief Financial Officer

VENDOR:

SEE CONDITIONS
ON
REVERSE SIDE

APPROVED:
THIS PURCHASE COMPLIES WITH THE NJ LOCAL PUBLIC CONTRACT LAW N.J.S.A.40A:11-1 ET SEQ.

Purchasing Agent

NOTICE: THE CITY OF CAMDEN UNDER N.J. SALES USE TAX ACT, CHAPTER 30, P.L. 1966 (N.J.S.A. 54-32B) IS EXEMPT FROM ALL TAXATION, FED. I.D. #21-6000418.

VENDOR'S TAX I.D. NO. AND/OR S.S. NO.

VENDOR - SIGN AT X AND RETURN TO FINANCE DEPT - ACCT'S PAYABLE WITH INVOICE

NOTICE TO VENDORS: NO ADDITIONS ARE TO BE MADE TO THIS PURCHASE ORDER. Finance Dept. will honor invoices which conform to purchase order as prepared by Purchasing Agent only. Invoices must be rendered and sent promptly to the Finance Dept., Accts. Payable, City Hall-Room 213, Camden, New Jersey 08101, giving order number. All packages must contain packing list. All packages, delivery slips, etc. must contain this order number. All goods or services must be billed at the agreed price, which shall include delivery charges unless otherwise specified.



CITY OF CAMDEN
DEPARTMENT OF FINANCE
Rm. 213, City Hall, P.O. Box 95120
Camden, NJ 08101-5120
856-757-7060

PURCHASE ORDER #
THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 12-02950

2 **POLICE ADMINISTRATION BUILDING**
800 FEDERAL ST
CAMDEN, NJ 08103
SHIP TO: **ATTN: SGT. ANTHONY MOFFA**

ORDER DATE: 05/22/12
REQUISITION NO: 12-02217
DELIVERY DATE:
STATE CONTRACT: 80311
F.O.B. TERMS:

MAJOR POLICE SUPPLY
VENDOR: **47 N DELL AVENUE**
KENVIL NJ 07847

MAJ01

PAYMENT RECORD:

CHECK NO. DATE

RETURN VOUCHER TO:

Finance Dept. - Acct's Payable
Room 213, City Hall
Camden, NJ 08101

THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING. ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED.

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/YR	MAINTENANCE & SUPPORT PER SYSTEM - HARDWARE / PAGIS / OCR (YEAR 1 INCLUDED IN PURCHASE) QUOTE INCLUDES INSTALLATION OF ALPR SYSTEM INTO VEHICLE AND CONNECTION TO DEPARTMENT SUPPLIED MDT. ALL PIPS EQUIPMENT HARDWARE AND SOFTWARE COVERED BY A ONE-YEAR PARTS AND LABOR WARRANTY. NJ STATE CONTRACT # 80311 *LAW ENFORCEMENT TECHNOLOGY GRANT (JAG)	6-12- -526-999	0.0000	0.00
TOTAL				73,904.64

MC-78

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under penalty of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; at no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount is a reasonable one. I understand no payments will be made for additional work not included on this purchase order.

[Signature]
CLAIMANT
POSITION

10/29/12
DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

[Signature]
CHIEF FINANCIAL OFFICER

VENDOR:

SEE CONDITIONS
ON
REVERSE SIDE

APPROVED:

THIS PURCHASE COMPLIES WITH THE NJ LOCAL PUBLIC
CONTRACT LAW N.J.S.A. 40A:11-1 ET SEQ.

[Signature]
PURCHASING AGENT

NOTICE: THE CITY OF CAMDEN UNDER N.J. SALES USE
TAX ACT, CHAPTER 30, P.L. 1966 (N.J.S.A. 54-
32B) IS EXEMPT FROM ALL TAXATION, FED. I.D.
#21-6000418.

VENDOR'S TAX I.D. NO. AND/OR S.S. NO.

NOTICE TO VENDORS: NO ADDITIONS ARE TO BE MADE TO THIS PURCHASE ORDER. Finance Dept. will honor invoices which conform to purchase order as prepared by Purchasing Agent only. Invoices must be rendered and sent promptly to the Finance Dept., Accts. Payable, City Hall-Room 213, Camden, New Jersey 08101, giving order number. All packages must contain packing list. All packages, delivery slips, etc. must contain this order number. All goods or services must be at 16288 agreed price, which shall include delivery charges unless otherwise specified.

VENDOR - SIGN AT X AND RETURN TO FINANCE DEPT - ACCT'S PAYABLE WITH INVOICE

Invoice

47 N. Dell Avenue

Invoice Number: 75551 GSA

Invoice Date: Oct 31, 2012

Page: 1

Ship To:

POLICE ADMINISTRATION BLDG
ATTN: SGT. ANTHONY MOFFA
800 FEDERAL STREET
CAMDEN, NJ 08103

[illegible]

Subtotal: \$ 73,904.64

Total Invoice Amount: \$ 73,904.64

Amount Due: \$ 73,904.64

R-21

MAR:dh
01-12-10

RESOLUTION AUTHORIZING A CONTRACT TO WPCS INTERNATIONAL, INC.,
1985 SWARTHMORE AVENUE, LAKEWOOD, NEW JERSEY 08701 TO FURNISH
AND INSTALL THREE (3) MOBILE LICENSE PLATES RECOGNITION (ALPR)
CAMERA SYSTEM FOR THE POLICE VEHICLES

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on October 20, 2009 in the Council Chambers, City Hall, Camden, New Jersey for the furnish and installation of three (3) mobile license plates recognition (ALPR) camera system for the police vehicles; and

WHEREAS, two (2) bids and proposals were received on October 20, 2009; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden, that the Council award a contract to WPCS INTERNATIONAL, INC., 1985 Swarthmore Avenue, Lakewood, NJ 08701 for the total sum of FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-10-503-901", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

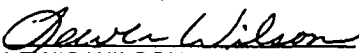
BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to WPCS INTERNATIONAL, INC., 1985 Swarthmore Avenue, Lakewood, NJ 08701 for an amount not to exceed FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00), for the furnish and installation of three (3) mobile license plates recognition (ALPR) camera system for the police vehicles, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this resolution shall be forwarded to the Chief Operating Officer, who shall have ten days from the receipt thereof to approve or veto this resolution. Notice of approval or veto shall be filed in the office of the Municipal Clerk.

On Motion Of: GILBERT "WHIP" WILSON

Dated: January 12, 2010

The above has been reviewed
and approved as to form.


LEWIS WILSON
City Attorney


FRANCISCO MORAN
President, City Council

APPROVED: JANUARY 12, 2010

ATTEST: 
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

WPCS INTERNATIONAL, INC

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION, FROM ONE OF THE FOLLOWING:

**TEMPORARY BUDGET APPROPRIATION:
AMOUNT:**

**ADOPTED BUDGET APPROPRIATION:
AMOUNT:**

**APPROPRIATION RESERVE:
AMOUNT:**

**DEDICATED BY RIDER:
AMOUNT:**

**RESERVE FOR STATE AND FEDERAL GRANT: G-10- -503-901
AMOUNT: \$49,500.00**

**CAPITAL ORDINANCE:
AMOUNT:**


**TRUST ACCOUNT:
AMOUNT:**

DETERMINATION OF VALUE CERTIFICATION

**I CERTIFY, AS CHIEF FINANCIAL OFFICER, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:
\$49,500.00**

Description of the Goods or Services to be procured:

**Bid #09-19. Furnish and install three (3) Mobile License Plate Recognition (ALPR)
Camera Systems for the Police vehicles.**


**SHEILA R. BAYARD
CHIEF FINANCIAL OFFICER**

DATE: January 7, 2010

MAR:dh
02-14-12

RESOLUTION MC-12: 2283

*On Motion Of: Dana M. Burley
APPROVED: February 14th, 2012*

**RESOLUTION AWARDING A CONTRACT TO WPCS INTERNATIONAL INC.,
1985 SWARTHMORE AVENUE, SUITE 4, LAKEWOOD, NJ 08701
IN THE AMOUNT OF \$79,032.00**

WHEREAS, there exists a need to purchase four (4) additional Automatic License Plate Readers which will be mounted on four (4) different marked police vehicles; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(dd), provide provisions or performance of goods or services for the support or maintenance of proprietary computer hardware and software; and

WHEREAS, a proposal was submitted by WPCS International Inc., 1985 Swarthmore Avenue, Suite 4, Lakewood, NJ 08701 to provide the services for an amount not to exceed SEVENTY-NINE THOUSAND THIRTY-TWO DOLLARS (\$79,032.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item(s) "G-12-526-999", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

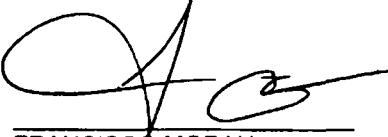
BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with WPCS International Inc., for an amount of SEVENTY-NINE THOUSAND THIRTY-TWO DOLLARS (\$79,032.00).

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: February 14, 2012

The above has been reviewed
and approved as to form.

MARC A. RIONDINO
City Attorney



FRANCISCO MORAN
President, City Council

ATTEST:



LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

WPCS INTERNATIONAL INC

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:
AMOUNT:

ADOPTED BUDGET APPROPRIATION:
AMOUNT:

APPROPRIATION RESERVE:
AMOUNT:

DEDICATED BY RIDER:
AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: G-12- -526-999
AMOUNT: \$79,032.00

CAPITAL ORDINANCE:
AMOUNT:

TRUST ACCOUNT:
AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

\$79,032.00

Description of the Goods or Services to be procured:

Authorization to Award Contract (Bid #10-01) for Purchase Four (4) Additional Automatic License Plate Readers To Be Mounted on Four (4) Different Marked Police Vehicles. Including One Year of Maintenance and Support for Equipment


SHEILA R. BAYARD
CHIEF FINANCIAL OFFICER

DATE: January 26, 2012

MAR:dh
06-12-12

RESOLUTION MC-12: 2516

On Motion Of: Deborah Person-Polk
APPROVED: June 12, 2012

R-78

**RESOLUTION AUTHORIZING A CONTRACT UNDER NEW JERSEY STATE
CONTRACT #80311 TO MAJOR POLICE SUPPLY, 47 DELL AVENUE, KENVIL, NJ 07847**

WHEREAS, under N.J.S.A. 40A: 11-12, a municipality may, without advertising for bids, purchase materials, supplies or equipment under a contract entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury, State of New Jersey; and

WHEREAS, it has been certified by the Purchasing Agent of the City of Camden that the City seeks to purchase License plate readers, software, installation and training for Police vehicles (4). Slate-810-LE-G three camera mobile law enforcement package including 810 nm illumination, SuperX processor, camera cable/connector (s), GPS module, PAGIS software, PIPS ALPOR/OCR engine, client/server architecture, camera bracket mount assemblies under State Contract No. 80311; and

WHEREAS, the municipality seeks to purchase this service under said State Contract from MAJOR POLICE SUPPLY, 47 Dell Avenue, Kenvil, NJ 07841 for an amount not to exceed SEVENTY-THREE THOUSAND NINE HUNDRED FOUR DOLLARS AND SIXTY-FIVE CENTS (\$73,904.65); and

WHEREAS, there will be substantial savings by the municipality by purchasing under the State Contract and this procedure is in the best interest of the City of Camden; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-12-526-999", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City is hereby authorized to award a contract to MAJOR POLICE SUPPLY, 47 Dell Avenue, Kenvil, NJ 07841, to purchase License plate readers, software, installation and training for Police vehicles (4). Slate-810-LE-G three camera mobile law enforcement package including 810 nm illumination, SuperX processor, camera cable/connector (s), GPS module, PAGIS software, PIPS ALPOR/OCR engine, client/server architecture, camera bracket mount assemblies, pursuant to New Jersey State Contract No. 80311 for an amount not to exceed SEVENTY-THREE THOUSAND NINE HUNDRED FOUR DOLLARS AND SIXTY-FIVE CENTS (\$73,904.65).


BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: June 6, 2012

The above has been reviewed
and approved as to form.



MARC A. RIORDINO
City Attorney



FRANCISCO MORAN
President, City Council

ATTEST:



LUIS PASTORIZA

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD
OF A CONTRACT OR EXPENDITURE OF FUNDS TO:
MAJOR POLICE SUPPLY

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION, FROM ONE
OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:
AMOUNT:

ADOPTED BUDGET APPROPRIATION:
AMOUNT:

APPROPRIATION RESERVE:
AMOUNT:

DEDICATED BY RIDER:
AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: G-12- -526-999
AMOUNT: \$73,904.65

CAPITAL ORDINANCE:
AMOUNT:

TRUST ACCOUNT:
AMOUNT:

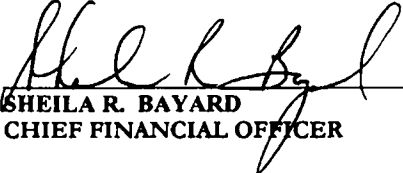
DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THE ANTICIPATED VALUE OF THE
CONTRACT, OVER THE FULL LIFE, WILL BE:

\$73,904.65

Description of the Goods or Services to be procured:

Contract (N.J.S.C. #80311) for the Purchase of License Plate Readers, Software Installation and
Training for Police Vehicles (4) and Annual Maintenance for the PIPS Mobile Vehicle Systems


SHEILA R. BAYARD
CHIEF FINANCIAL OFFICER

DATE: June 1, 2012

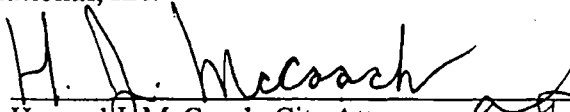
INTEROFFICE MEMORANDUM

TO: Dana L. Redd, Mayor Date: **01/15/10**
FROM: Howard J. McCoach, City Attorney
RE: **CONTRACTS FOR SIGNATURE**

Attached please find the above listed contracts and bids. Please sign same and forward to the Office of Municipal Clerk for his signature.

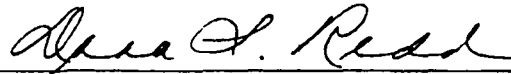
Type of Document: **Contract** #: **1-1-103**

Vendor Name: **WPCS International, Inc.**


Howard J. McCoach, City Attorney

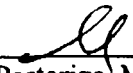
TO: Luis Pastoriza, Municipal Clerk Date:
FROM: Dana L. Redd, Mayor
RE: **CONTRACT FOR SIGNATURE**

Attached please find the above listed Participatory Agreement for your approval and signature. Please sign same and forward to the Office of Municipal Clerk using this memorandum as transmittal.


Dana L. Redd, Mayor

TO: Howard J. McCoach, City Attorney Date:
FROM: Luis Pastoriza, Municipal clerk
RE: **COMPLETED CONTRACTS FOR YOUR FILES**

Attached please find the above listed Participatory Agreement for your approval and signature. Please sign same and forward to the Office of the City Attorney.


Luis Pastoriza, Municipal Clerk

TO: Deborah Beasley, Purchasing Agent Date:
FROM: Howard J. McCoach, City Attorney
RE: **FULLY EXECUTED CONTRACTS**

Enclosed please find fully executed Participatory Agreement.

Howard J. McCoach, City Attorney

CODE #1-1-103
BID

This Contract and Agreement, made and entered into this 8th day of February, in the year of Our Lord, Two Thousand Ten (2010).

The City of Camden, a Municipal Corporation of the State of New Jersey of the first part, hereinafter referred to as the party of the first part and **WPCS International, Inc., 1985 Swarthmore Avenue, Lakewood, New Jersey** of the second part, hereinafter referred to as the party of the second part.

Witnesseth:

In Consideration of the mutual promises and covenants of the parties hereto it is agreed as follows:

The party of the second part shall provide the goods and/or services, more particularly described in the specifications and proposal attached hereto and made a part hereof within the time limits stated therein: To furnish and install three (3) mobile license plate recognition (ALPR) camera systems for Camden police vehicles, as per attached bid received on October 20, 2009 and Resolution R-21 adopted January 12, 2010.

The party of the second part does hereby agree and covenant that it, he or she will comply with the Labor Laws of the State of New Jersey and of the United States of America as it may pertain to the manufacture, assembly or performance of the goods or services to be supplied hereunder and to further pay to its employees a sum no less than the prevailing daily rate for wages in the locality where the work is to be performed or services rendered pursuant to law.

AND the party of the second part further agrees to comply with the provisions of N.J.S.A. 10:5-12 regarding unlawful employment practices and discrimination; and all other applicable federal, state laws and municipal ordinances regarding employment practices and discrimination. The violation of any of the aforesaid statutes or ordinances by the party of the second part shall be a breach of the entire contract and the party of the first part shall have the option of canceling the remaining portion of the contract, rescinding the contract in its entirety or continuing the contract subject to the remedies, penalties or other mandatory action available to the party of the first part under the law. (See Addendum #1 and Execute).

AND the party of the second part hereby certifies that no bonus, or other consideration has or will be given, received or promised to the servants, agents or employees of the party of the first part of the awarding of this contract.

AND the party of the second part shall furnish a Performance Bond WAIVED BY PURCHASING AGENT.

The party of the first part does covenant, promise and agree, to and with the said party of the second part, to pay or cause to be paid unto the said party of the second part the sum of FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00), lawful money of the United States of America, as per attached bid received October 20, 2009 and Resolution R-21 adopted January 12, 2010. The parties acknowledge that the City is subject to the Local Public Contracts Law, N.J.S.A. 40A:11-15, which states that this contract shall be subject to the availability and appropriation annually of sufficient funds.

All original invoices shall be submitted to the Department of Finance with a copy to the Police Department. The payment of said price, or consideration money, shall be paid to the said party of the second part, upon certification of the Police Department that the work was done or articles furnished and delivered in a satisfactory manner; then upon presentation by the said party of the second part, to the Department of Finance of said City, a Certificate in Lieu of Affidavit that the work done or articles furnished are according to law and not upon any secret promises to pay any bonus in money or property as detailed on the invoice.

AND, it is further agreed by the parties hereto in the event of a default by the party of the second part in any of the terms and/or conditions hereof then in such an event, of the second part as liquidated damages and not as a penalty; the party of the second part shall be liable for the payment of any costs or expenses incurred by the party of the first part in excess of the contract price required to complete this contract.

ADDENDUM #1

GENERAL TERMS AND CONDITIONS

1. RECORDS

CONTRACTOR and any subcontractors shall keep, or cause to be kept accurate records and books of accounts, shall record and report in accordance with generally accepted accounting procedures and with all essential details, the receipt and disbursement of all funds under the terms of this Agreement. The CITY shall have access at all reasonable times to all records and books of accounts pertaining to this Agreement. CONTRACTOR understands and agrees that any payment made by CITY to CONTRACTOR under the terms and conditions of this agreement is subject to audit. CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three years from the date of final payment for inspection and/or cognizant audit agency. Copies thereof, if requested, shall be furnished to either of the foregoing.

2. NO MONEY FOR PARTISAN POLITICAL ACTIVITY

The money provided by the CITY under this Agreement shall not be used for any partisan political activity, for furthering the election or defeat of any candidate for public office, or for any other purpose prohibited by the Hatch Act (5 U.S.C. 1501, et seq.).

3. PRIOR CONSENT OF CITY FOR DISTRIBUTION OF INFORMATION

No information or material gathered under this Agreement shall be made available to any individual or organization without the prior written approval of the CITY.

4. NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest or delegate any duty arising from this Agreement without the prior written consent of the CITY.

5. COPYRIGHT

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use any materials prepared under this contract.

6. NONDISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY REQUIREMENT

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

a. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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. It agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

b. CONTRACTOR will, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the contracting officer, advising the labor union or workers' representative of its commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules and regulations and relevant orders of the Secretary of Labor.

e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by law.

g. CONTRACTOR will include the provisions of paragraphs "a" through "f" in every subcontract or purchase order unless excepted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. It will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided that in the event it becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

7. TERMINATION FOR CAUSE

If for any reason, CONTRACTOR fails to fulfill in a timely and proper manner its obligations under this agreement, or if CONTRACTOR violates any of the conditions, covenants, agreements or stipulations of this agreement, the CITY shall, thereupon, have the right to terminate this agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty days before such date. In that event, all or any part of finished or unfinished materials prepared by CONTRACTOR shall, at the option of the CITY, become its property and CONTRACTOR shall be entitled to just and equitable compensation for the materials accepted by the CITY.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement. The CITY may withhold any payment due CONTRACTOR for the purpose of set off until the exact amount due the CITY for damages is ascertained.

8. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this agreement at its convenience at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least seven days before the effective date of such termination. In that event, all finished or unfinished materials prepared under this agreement shall at the option of the CITY become its property. In the event of termination for the convenience of the

CITY, CONTRACTOR shall be paid in accordance with the amount expended in performing its services hereunder and for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by CONTRACTOR during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the CONTRACTOR, paragraph 7. of this agreement shall apply.

9. CONFLICT OF INTEREST

a. No officer, member or employee of the CITY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any function or responsibilities in the review or approval in the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which it is, directly or indirectly, interested or have any personal pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

b. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.

c. No members of or delegates to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit arising from it.

10. COMPLIANCE WITH FEDERAL AND LOCAL LAWS

CONTRACTOR shall fulfill all requirements imposed by the Federal government on expenditures, grants and other uses of money derived by the CITY from the Federal government. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of New Jersey and the City of Camden.

11. CHANGES

The CITY may from time to time request changes in the Scope of Services of the CONTRACTOR to be performed under this Agreement.

Such changes, including any decrease or increase in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Agreement.

12. AFFIRMATIVE ACTION REQUIREMENTS

During the 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 or sex, 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 or sex, affectional or sexual orientation. 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 non discrimination clause;

b. The CONTRACTOR or SUBCONTRACTOR, where applicable, will in all solicitations or advertisements for employees placed 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 or sex, affectional or sexual orientation;

c. The CONTRACTOR or SUBCONTRACTOR, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Public Agency Compliance 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 P.L. 1975, c. 127, as amended and supplemented from time to time.

e. The CONTRACTOR or SUBCONTRACTOR agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C.

17:27-5 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The CONTRACTOR and SUBCONTRACTOR agrees to inform in writing all recruitment agencies, including 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 or sex, affectional or sexual orientation, 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. 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 or sex, affectional or sexual orientation, and conform with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

Provisions (D), (E), (F), (G) or (H) are not required for SUBCONTRACTOR with four (4) or fewer employees or a CONTRACTOR who have presented evidence of federal approved or sanctioned City Affirmative Action Program.

13. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the City from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property occasioned wholly or in part by Contractor's negligent act or omission or the negligent act or omission of contractor's agents, subconsultants, employees, or servants pursuant to this Agreement.

14. ENTIRE UNDERSTANDING

This written Agreement represents the entire understanding of the parties.

AND, the party of the second part further agrees to comply with the provisions of N.J.S.A. 10:5-12 regarding unlawful employment practices and discrimination; and all other applicable federal, state laws and municipal ordinances regarding employment practices and discrimination. The violation of any of the aforesaid statutes or ordinances by the party of the second part shall be a breach of the entire contract and the party of the first part shall have the option of canceling the remaining portion of the contract, rescinding the contract in its entirety or continuing the contract subject to the remedies, penalties or other mandatory action available to the party of the first part under the law.

AND, the party of the second part hereby certifies that no bonus, or other consideration has or will be given, received or promised to the servants, agents or employees of the party of the first part for the awarding of this contract.

It Is Further Understood and Agreed that in the event of the default as aforesaid, the party of the second part, its successors, heirs or personal representatives shall pay such excess costs and expenses upon the presentation of an invoice by the party of the first part.

In Witness Whereof, the party of the second part has caused these presents to be signed and sealed and the said CITY OF CAMDEN has caused these presents to be signed by its proper officers and sealed with its common or corporate seal, the day and year first aforesaid.

CITY OF CAMDEN

Signed, Sealed :
and Delivered in :
the presence of :

BY:

Dana L. Redd
DANA L. REDD (SEAL)
Mayor

Edwin W. Johnson

ATTEST:

Luis Pastoriza
LUIS PASTORIZA
Municipal Clerk

Approved as to form:

Howard J. McCoach
HOWARD J. McCOACH
City Attorney

[Signature] BY:
Witness (Sign)

WPCS INTERNATIONAL, INC.

Matthew Haber
(Sign) Authorized Authority

Adam Cunningham Sales
Print Name & Title

Matthew Haber VP
Print Name & Title

R-21

MAR:dh
01-12-10RESOLUTION AUTHORIZING A CONTRACT TO WPCS INTERNATIONAL, INC.,
1985 SWARTHMORE AVENUE, LAKEWOOD, NEW JERSEY 08701 TO FURNISH
AND INSTALL THREE (3) MOBILE LICENSE PLATES RECOGNITION (ALPR)
CAMERA SYSTEM FOR THE POLICE VEHICLES

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on October 20, 2009 in the Council Chambers, City Hall, Camden, New Jersey for the furnish and installation of three (3) mobile license plates recognition (ALPR) camera system for the police vehicles; and

WHEREAS, two (2) bids and proposals were received on October 20, 2009; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden, that the Council award a contract to WPCS INTERNATIONAL, INC., 1985 Swarthmore Avenue, Lakewood, NJ 08701 for the total sum of FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item "G-10-503-901", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

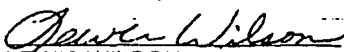
BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to WPCS INTERNATIONAL, INC., 1985 Swarthmore Avenue, Lakewood, NJ 08701 for an amount not to exceed FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00), for the furnish and installation of three (3) mobile license plates recognition (ALPR) camera system for the police vehicles, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

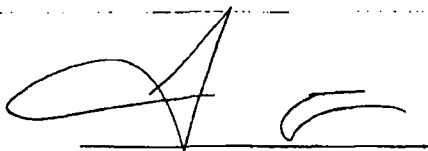
BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this resolution shall be forwarded to the Chief Operating Officer, who shall have ten days from the receipt thereof to approve or veto this resolution. Notice of approval or veto shall be filed in the office of the Municipal Clerk.

On Motion Of: GILBERT "WHIP" WILSON

Dated: January 12, 2010

The above has been reviewed
and approved as to form.


LEWIS WILSON
City Attorney


FRANCISCO MORAN
President, City Council

APPROVED: JANUARY 12, 2010

ATTEST: 
LUIS PASTORIZA
Municipal Clerk

BID #09-19

CITY OF CAMDEN
PURCHASING BUREAU

INVITATION FOR BIDS

This invitation is issued to establish a contract to supply the City of Camden, NJ with the commodity or service in accordance with accompanying specifications.

CITY BID NO.: **BID #09-19**

SPECIFICATIONS FOR: **FURNISH & INSTALL THREE (3), MORE OR LESS,
AUTOMATIC LICENSE PLATES RECOGNITION
(ALPR) SYSTEMS**

PRE BID MEETING:

BID OPENING DATE: **TUESDAY, OCTOBER 20, 2009**

TIME AND LOCATION: **CITY COUNCIL CHAMBERS
CITY HALL, 2ND FLOOR
CAMDEN, NJ 08101
11:00 A.M.**

**SUBMIT BIDS BEFORE
BID OPENING TIME TO:** **BUSINESS ADMINISTRATOR'S OFFICE
CITY HALL, 4TH FLOOR
ROOM 409
CAMDEN, NJ 08101**

BID DEPOSIT: \$500.00 CERTIFIED CHECK

**CERTIFICATE
OF SURETY:**

**PERFORMANCE
BOND:**

CONTACT PERSON:

**DEBORAH BEASLEY
PURCHASING AGENT
CITY HALL - ROOM 213
CAMDEN, NJ 08101**

**TELEPHONE NO. (856) 757-7159
FAX NO. (856) 541-9668**

CITY OF CAMDEN ADVERTISEMENT FOR BIDS

BY VIRTUE of the power of the power of the City Council of the City of Camden, the Purchasing Agent is hereby authorized to receive Bids on **TUESDAY, OCTOBER 20, 2009 at 11:00 a.m. in CITY COUNCIL CHAMBERS**, Second Floor, City Hall, 520 Market Street, Camden, New Jersey, at which time and place Bids will be opened and read publicly for the following:

BID #09-19 FURNISH & INSTALL THREE (3), MORE OR LESS, AUTOMATIC LICENSE PLATES RECOGNITION (ALPR) SYSTEMS

SPECIFICATIONS may be obtained at the Office of the Purchasing Agent, Room 213, City Hall, 520 Market Street, Camden, New Jersey. There will be no fee.

Bidders must submit complete and detailed specification of the product or service, which Bidder proposes to supply. Each bid must be accompanied by Certified Check or Cashier's Check to the order of the City of Camden in the amount of Five Hundred Dollars (\$500.00) as a guarantee, which may be forfeited and retained by the City in lieu of its other remedies if a successful Bidder's proposal is accepted by the City and he shall fail to execute and return to the City the required contract.

The right to reject any and all bids or to accept the bid or any item of any bid deemed most advantageous to the City of Camden and to award contracts accordingly is expressly reserved to the authority of the City Council of the City of Camden.

NOTE: All bidders must comply with P.L. 1975, c127 signed into law June 23, 1975 and P.L. 1997, c33 signed into law March 8, 1997, which laws are a part of the specifications in their entirety.

Bids will not be received after the time specified for the opening of the bids. Bids received after the hour appointed will be deemed invalid and returned unopened to the Bidder.

Sealed bids intended for the Purchasing Agent **prior** to the designated time of public opening should be delivered to the Office of the Business Administrator, City Hall, Room 409, Camden, New Jersey 08101.

Any questions concerning this bid, please contact the City of Camden Purchasing Bureau at (856) 757-7159.

Deborah Beasley
Purchasing Agent

POC #10741
Date: October 2, 2009

**CITY OF CAMDEN
COUNTY OF CAMDEN, NEW JERSEY**

Instructions to Bidders and Statutory Requirements

All proposals will be publicly opened and read by the Purchasing Agent of the City of Camden at the time and place indicated in the advertised notice to bidders. All bids must be submitted on the form of proposal supplied by the City of Camden.

I. SUBMISSION OF BIDS

- A. City of Camden, Camden County, New Jersey (hereinafter referred to as "City") invites sealed bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received by the Purchasing Agent at the time and place stated in the Notice to Bidders, and as such time and place will be publicly opened and read aloud.
- C. The bid proposal forms shall be submitted, in a sealed envelope: (a) addressed to the Purchasing Agent of the City of Camden (b) bearing the name and address of the bidder written on the face of the envelope, and (c) clearly marked "BID" with the contract title being bid.
- D. It is the bidder's responsibility to assure that the bid is presented to the Purchasing Agent at exactly the prescribed time and place designated. Bids may be delivered by carrier; however, the City disclaims any responsibility for bids delivered in this manner. If the bid is delivered prior to the designated time via carrier, overnight delivery or hand delivery, then Section E will be invoked.
- E. **Sealed bids intended for the Purchasing Agent, prior to the designated time of public opening should be delivered to the Office of the Business Administrator, 520 Market Street, City Hall, Room 409, Camden, New Jersey 08101.**

Sealed bids forwarded to the Purchasing Agent, c/o Business Administrator, before the time of opening bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

- F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications or irregularities of any kind may be rejected by the City. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the state in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. ☒ BID SECURITY

Bidder shall submit with the bid a certified check or cashier's check made payable to the CITY OF CAMDEN in the amount of FIVE HUNDRED DOLLARS (\$500.00) must accompany each proposal as a guarantee which may be forfeited and retained by the City in lieu of its other remedies if a successful bidder's proposal is accepted by the City and he shall fail to execute and return to the City the required contract.

B. ☐ BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not to excess of \$20,000.00 payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit this shall be cause for rejection of the bid.

C. ☐ CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed performance bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

D. ☐ LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

E. ☐ MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of one hundred percent (100%) guaranteeing against defective quality of work or materials for the period of:

☐ 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the City.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey, N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event, the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

- C. Exceptions to Specifications

If the bidder's specifications for furnishing products or equipment are in any respect not the equivalent of the detailed City specifications, this discrepancy must specifically be called to the attention of the City in the bidder's proposal.

The City shall review the exceptions, if any, as noted and the reasons for those exceptions, and reserve the right to either reject or accept the exceptions and reasons as noted, it proves to be in the best interest of the City to do so.

- D. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the City representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least fourteen (14) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23c-2.3. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

E. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written works shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event, there is an error of the summation of the extended totals; the computation by the City of the extended totals shall govern.

IV. BRAND NAMES, PATENTS & STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literatures WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of an item(s) offered. The City reserves the right to evaluate the equivalency of an item(s), which in its deliberations meets its requirements.
- C. In submitting its bid, the bidders certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense defend any and all actions or suits charging such infringement and will save the City harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.
- E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE & INDEMNIFICATION

A. Insurance Requirements (when applicable)

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. The minimum Employer's Liability \$100,000.00.

2. General Liability Insurance

This insurance shall have limits of not less than \$500,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$2,000,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$300,000.00 any one person and \$500,000.00 any one accident for bodily injury and \$750,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the City of Camden as an additional insured. Certificates for Worker's Compensation and Employer's Liability Insurance shall also be submitted.

C. Indemnification

Successful bidder will indemnify and hold harmless the City from all claims, suits or actions and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

VI. PREPARATION OF BIDS

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

B. Estimated Quantities (Open-End Contracts)

The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered by the different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9

NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

VII. STATUTORY AND OTHER REQUIREMENTS

A. Prompt Payment of Construction Contracts

P.L. 2006, c.96 known as the "Prompt Payment" Law, Chapter 96 establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors.

B. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract and Initial Project Manning Report (AA-201-available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

3. Construction & Demolition Contracts

All signs shall be removed at the time the job is completed. This requirement is a condition precedent to receipt of final payment.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the City harmless.

C. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25, et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payroll records in the form set forth in

N.J.A.C. 12:60-6.1(c), It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, P.O. Box 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any 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 setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

E. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet -- must be furnished.

F. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

G. The Public Works Contractor Registration Act

No contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, C.150 (C.35:11-56.26), unless that contractor/subcontractor is registered with the NJDOL. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirement.

Therefore, all contractors are required to submit a copy of their New Jersey Department of Labor Public Works Contractor "Registration Certificate" with their bid. Any contractor not in possession of such a certificate will not be permitted to bid or engage in a contract.

H. Listing of Subcontractors

P.L 1997, c408 that amended the Local Public Contracts Law at N.J.S.A. 40A-11-16, The amendment established a requirement relating to the submission of construction bids, when the single prime contracting model is used, i.e., where all the work and materials required to complete the project are to be included in a single overall contract.

The law requires that, for single prime contracting bids, bidders that propose using more than one subcontractor for any of the four specialized "sub-prime" categories must submit a certificate with their bids listing each subcontractor named in the bid for that category. Specifically, "the certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor, should the bidder be awarded the contract."

VIII. RESERVATION OF CITY COUNCIL

The City Council will award the contract to the lowest responsible bidder, but reserves the right to reject any or all proposals and to waive any immaterial informality as may be permitted by law.

IX. METHOD OF AWARD

- A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.
- B. The City may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.
- C. If the award is to be made on the basis of Base Bids only, it will be made to the responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.
- D. The City may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.
- E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City. Intentions of this nature must be spelled out in detailed with the subject bid - Note this under exceptions.

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Bids

Bids, which are obviously unbalanced, may be rejected.

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefor, or who have performed prior work for the City in an unacceptable manner, may be rejected.

E. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 10 days, Sunday and holidays excepted, the City may then, at its option, accept the bid of the next lowest responsible bidder.

XI. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. The City may terminate this contract at its convenience at any time by giving written notice to contractor of such termination and specifying the effective date thereof at least seven days before the effective date of such termination. In the event, all finished or unfinished materials prepared under this agreement shall at the option of the City become its property.

In the event of termination for the convenience of the City, contractor shall be paid in accordance with the amount expended in performing its services, and for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

- C. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- D. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- E. In case of default by the successful bidder, the City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- F. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.
- G. All contracts and agreements entered into by the qualified municipality during the rehabilitation term pursuant to P.L.2002, c.43 (C.52:27BBB-1 et al.) shall contain provisions stating that the City may upon 30 days' notice, terminate the contract or agreement for any reason without payment of penalty or damages.

BIDDER'S CHECK LIST

Each bidder is reminded that every proposal must be submitted in a sealed envelope with the name of the contract and bidder affixed. Each bid package must include the following documents:

- ☒ 1. * **Statement of ownership**
- ☐ 2. **Non-Collusion Affidavit**
- ☒ 3. * **Bid Guarantee (if applicable)
(bid bond or certified/cashier's check)**
- ☒ 4. * **Certificate from a surety company (Consent of Surety)**
- ☐ 5. **Bid Proposal on the City's Proposal Form (Enclosed)**
- ☒ 6. * **Certified Check or Cashier's Check (if applicable)**
- ☐ 7. * **P.L. 1999 Chapter 238 – Proof of “Public Works Contractor Certificate of Registration” and Designated Subcontractors – Prior to award, but effective at time of bid)**
- ☐ 8. **List of Designated Subcontractors (N.J.S.A. 40A:11-16, including plumbing, HVAC, electrical and structural steel)**
- ☒ 9. * **Acknowledgment of receipt of any addenda or revisions (if any)**
- ☒ 10. * **Copy of N.J. Business Registration Certificate - Bidder**
- ☐ 11. **Copy of N.J. Business Registration Certificate – Designated Subcontractor(s)**

* **MANDATORY REJECTION**

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT
OF
NOTICES, REVISIONS OR ADDENDA
TO
THE ADVERTISEMENT OR BID DOCUMENTS

The undersigned bidder hereby acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

<u>Notice, Revision or Addendum No.</u>	<u>Date of Notice, Revision or Addendum</u>

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Owner.

LISTING OF PRIME SUBCONTRACTORS

#11 N.J.S.A. 40A:11-16

Plumbing and Gas Fitting:

In order to be a Plumbing Contractor in the State of New Jersey a Master Plumber licensed in accordance with N.J.S.A. 45:14C, et seq., must own ten percent (10%) of the firm (N.J.S.A. 45:14C-2(d) and (h)).

Subcontractor Name, Address and Telephone Number

Name of Master Plumber: _____ License No. _____

Electrical Work:

In order to be an Electrical Contractor in the State of New Jersey a licensed and business Permit must be obtained in accordance with N.J.S.A. 45:5A-9 of the "Electrical Contractors Licensing Act"

Subcontractor Name, Address and Telephone Number:

Business Permit No: _____ License No. _____

Heating, Ventilating and Air Conditioning:

Structural Steel and Ornamental Iron:

LISTING OF SUBCONTRACTORS

#11-A N.J.S.A. 40A:11-16

Subcontractor Name, Address and Telephone Number

Subcontractor Name, Address and Telephone Number

Subcontractor Name, Address and Telephone Number

Subcontractor Name, Address and Telephone Number

Subcontractor Name, Address and Telephone Number

Subcontractor Name, Address and Telephone Number

Subcontractor Name, Address and Telephone Number

***Must submit NJ Business Registration Certificate/Public Works Contractor Certification of Registration if applicable.**

BIDDER INFORMATION STATEMENT

All vendors or suppliers of goods or services, submitting bids according to specifications contained herein, please fill in information as required:

SECTION A:

If bidder is incorporated, give the following information:

Corporation Name: WPCS INTERNATIONAL INC LAKEWOOD NJ

State of Incorporation: NEW JERSEY

Date of Incorporation: DEC 1995

Address of Principal Office: 1985 Swarthmore Ave
Lakewood NJ 08701

Give name and title of office of agent in charge of said office, and with the appropriate authority, upon whom notice may be legally served.

Name: MATTHEW HABER

Title: VP

Address: 1985 Swarthmore Ave
Lakewood NJ 08701

Telephone Number: 732-730-9000

BIDDER SIGN HERE: 

Name: Richard Goldberg

Title: Business Development

SECTION B:

If the bidder is individually owned and not incorporated, give the following information:

Name of Company or Trade Name: N/A

State where registered: _____

Name of Owner: _____

Address: _____

Telephone Number: _____

BIDDER SIGN HERE: _____

Name: _____

Title: _____

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

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

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

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

The following questions must be answered by all bidders:

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

YES _____ NO X

If yes, please submit a copy of such approval.

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

YES X NO _____

If yes, please submit a copy of such certificate.

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

COMPANY: WPCS SIGNATURE: Matthew Fisher
TITLE: VP

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

CONSTRUCTION CONTRACTS ONLY
FORMS AA101-AA 102
TO BE SUBMITTED WITH BIDS REQUIRING BONDS

The participation of the certified MBE and WBE firms on this project is a matter of great interest in the evaluation of all bids. Bidders shall actively recruit minority and female subcontractors with substantial minority and female representation among their employees as required in Chapter 12, Article III, 12-10 of the Municipal Code of the City of Camden.

At the time of bid submission, Bidders are required to submit documentation of their MBE and WBE solicitations and commitments. This information is to be recorded on forms AA101 and AA102 (City of Camden Division of Affirmative Action MBE/WBE Subcontractor & Supplier Solicitation Sheet) which immediately follows this page.

Failure to submit the required information of Forms AA101 and AA102 may result in rejection of the bid as non-responsive.

The MBE and WBE commitments made by the Bidder at bid time on Form AA101 (City of Camden Division of Affirmative Action MBE/WBE Subcontractor & Supplier Commitment Sheet) shall be maintained throughout the term of the contract unless otherwise agreed to by The Affirmative Action Review Council and the City of Camden Contract Compliance Officer. The successful Bidder will not be permitted to reduce the MBE and WBE work items, firms or dollar amounts without first obtaining approval from the Affirmative Action Review Council and the Contract Compliance Officer.

Bidders who do not meet the MBE and WBE goals established in Chapter 12, Article IV, 12-13 of the Municipal Code of the City of Camden must at the time the bid is submitted, submit evidence showing that the Bidder made "substantial and good faith efforts" to reach the goal.

Evidence submitted by the Bidder and responses to questions posed by the Affirmative Active Review Council and the Contract Compliance officer in connection therewith will be considered by The Affirmative Action Review Council and the Contract Compliance Officer in evaluating the Bidder's Bid.

The Bidder has the sole responsibility for obtaining certified MBE and WBE firms to meet the MBE/WBE goals as established.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS
P.L. 1975, C. 127 (N.J.A.C. 17:27)

EXHIBIT A

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, 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 or affectional or sexual orientation. 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 non-discrimination 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, sex, affectional or sexual orientation.

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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 personal testing conforms to 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

MANDATORY AFFIRMATIVE ACTION LANGUAGE
CONSTRUCTION CONTRACTS
P.L. 1975, C. 127 (N.J.A.C. 17:27)

EXHIBIT B

During the 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 or affection 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 statute, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate 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 these nondiscrimination clauses.

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, sex, affectional or sexual orientation.

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by section N.J.A.C. 17:27-7.3; provided however, that the Affirmative Action Office, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C below, as long as the Affirmative Action Office is satisfied that the contractor is hiring workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by section N.J.A.C. 17:27-7.3, of the Regulation promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time. The contractor or sub-contractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as if it fulfills its affirmative action obligations under this contract and in accordance with the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared directly to hire minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

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

(1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request the referral minority workers and female workers;

(2) To notify any minority and female workers who have been listed with is as awaiting available vacancies;

(3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for construction trade, to refer minority and female workers to fill job openings;

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

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ and minority and female workers so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

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

(i.) If said individuals have never previously received any document or certification signifying a level of qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualifications standards; provided however, that a contractor or subcontractor shall determine that the individual at lease possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these Regulations. All of these requirements of this paragraph, however, are limited by the provisions of paragraph (C) below.

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

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, said contractor or subcontractor shall inform the individual in writing the reasons for the determination, maintain a copy in its files and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

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

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form not later than three (3) days after signing a construction contract: provided, however, that the public agency may extend in the particular case the allowable time for submitting the form to no more than fourteen (14) days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh working day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Officer 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27).

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

The CONTRACTOR and the OWNER 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall at its own expense, appear, defend any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

1977 Assembly No. 22

AN ACT requiring corporate "and partnership" bidders for State, county, municipal or school district contracts to submit a list of the names and addresses of all stockholders owning 10% or more of their stock, or 10% or more of the stock of their corporate stockholders " or in the case of a partnership, the names and addresses of those partners owning a 10% or greater interest therein".

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

1. No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid (of said corporation) or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation "or partnership" who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 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 (stockholder owning 10% of the stock of the bidding corporation or 10% of the stock of a corporation stockholder owning 10% of the stock of the bidding corporation or their corporate stockholders are submitted) non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

2. This act shall take effect immediately.

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The BIDDER is (check one):

- () Partnership (X) Corporation () Sole Proprietorship
() Individual () Joint Venture () Other (specify) _____

I certify that:

- () No individual person or entity owns a 10% or greater interest in the Bidder.
(X) The names and addresses of all persons and entities who own 10% or greater interest in the bidder or any listed entities are as follows:

1. Special Situations Fund 527 Madison Ave Ste 2000 New York, NY 10022
2. _____
3. _____
4. _____
5. _____

- () Check here if additional sheets are attached.
() Check here to certify that no person or entity, except for those already listed above or on any attached sheets, owns a 10% or greater interest in the bidder or any listed entities.

NAME OF BIDDER: WPCS INTERNATIONAL LAKEWOOD

SIGNED BY: Matthew Haber

PRINT NAME & TITLE: Matthew Haber

DATE: 10-19-09

NOTE: If an entity owns a 10% or greater interest in the Bidder, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns 10% or greater interest in each listed entity has been disclosed.

NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

STATE OF NEW JERSEY

COUNTY OF Somerset

ss:

I, Matthew Haber residing in Bridgewater
(Name of Affiant) (Name of Municipality)

in the County of Somerset and the State of New Jersey of full
age, being duly sworn according to law on my oath depose and say that:

I am Vice President of the firm of WPCS INTERNATIONAL INC
(Title of Position) (Name of Firm)

LAKEWOOD OPERATION the bidder making the Proposal for the bid proposal entitled
Bid #C9-19 (ALPR) and that I executed the said proposal with full authority to
(Title of Bid Proposal)

do so that said bidder has not, directly or indirectly entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project and that all statements contained in said proposal and
in this affidavit are true and correct, and made with full knowledge that the
WPCS International relies upon the truth of the statements contained in this
(Name of Contracting Unit)

proposal and in the statements contained in this affidavit in awarding the contract for the said
project.

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

Subscribed and sworn to

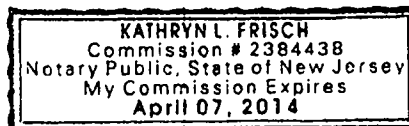
before me this day

OCTOBER 13 2009

Kathryn Frisch
Notary Public of NJ

Matthew Haber
(Type or print name of affiant under signature)
Matthew Haber

My Commission Expires: APRIL 07 2014



In accordance with the law against discrimination of the State of New Jersey N.J.S.A. 10:2-1 et., seq., a certification regarding non discrimination in employment on public contracts is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION

I, MATTHEW HABER certify that:

(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, I, nor any person acting on my behalf, shall, by reason of race, creed, color, national origin, ancestry, marital status or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:

(b) I, nor any person on my 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 or sex;

(c) I acknowledge that there may be deducted from the amount payable to the contractor by the City of Camden, 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) That this contract may be canceled or terminated by the City of Camden 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 the City of Camden of any prior violation of this section of the contract.

WPCS INTERNATIONAL

Name of contractor or subcontractor (PLEASE TYPE)

Matthew Haber
VP (Signature)

(Title)

10-19-09

(Date)

REQUEST FOR DETERMINATION

To be used by the public body in requesting wage determinations pursuant to the Prevailing Wage Act, Chapter 150, Laws of 1963. Complete and mail to:

Public Contracts Section
Office of Wage and Hour Compliance
P.O. Box 389
Trenton, New Jersey 08625-0389
Phone: 609-292-2259
Fax: 609-695-1174

Request is hereby made for the determination of the wage rates to be paid laborers and mechanics on the work described below:

Name and Title of Requesting Officer	Phone Number
--------------------------------------	--------------

Name Address of Requesting Officer	Proposed Advertising Date
------------------------------------	---------------------------

Estimated Value of Contract

Signature of Requesting Officer	Date of Request
---------------------------------	-----------------

Name of Address of Public Body (Owner)
Who Will Be Awarding Contract

Name and address of Official
who will receive Certified Payrolls

Name and Address of Applicant
If NJ EDA/UDC Project

NJ EDA/UDC
Project Number

Description of Work

Location Where Work Will Be Performed

Municipality

County

Remarks:

Note: If faxed, do not send duplicate by mail.

Statement of Bidders Qualifications

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he/she desires.

1. Name of Bidder. *WPCS International*
2. Permanent main office address. *1985 Swarthmore Ave Lakewood, NJ 08701*
3. When organized. *12-1995*
4. If a corporation, where incorporated. *State of New Jersey*
5. How many years have you been engaged in the work included in this contract under your present firm or trade name. *2 years*
6. General character of work performed by you. *Provide wireless voice and data systems*
7. Have you ever failed to complete any work awarded to you? If so, where and why? *No*
8. Have you ever defaulted on a contract? If so, where and why? *No*
9. List your major equipment for the use of this contract. *Normal service tools and supplies*

WPCS International
Name of contractor or subcontractor (PLEASE TYPE)

Matthew Hahn
(Signature)

VP
(Title)

10-19-2009
(Date)

CITY OF CAMDEN

RIGHT TO EXTEND - TIME FOR AWARD

The City of Camden is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Camden require an additional sixty (60) days extension to make an award of this bid, by signing this document you shall grant the City of Camden, NJ the right to extend this award up to one hundred twenty (120) days, if deemed necessary.

SIGNED: Matthew Valin
(SIGNATURE)

TITLE: VICE PRESIDENT
(PRINTED OR TYPED)

COMPANY: WPGS International

DATE: 10-19-09

TYPE OF PRODUCT OR SERVICE OFFERED:

Federal (PIPS) - ALPR System

**TRAINING/APPRENTICESHIP PROGRAM
CONSTRUCTION**

Please be notified that the City of Camden has established a Training/Apprenticeship Program pursuant to New Jersey Public Law 1975, Chapter 127(F). The Contractor, whenever possible, must employ persons from the City's Training/Apprentice Program for work performed pursuant to this project in accordance with Section 12-42 of the Camden Municipal Code.

CITY OF CAMDEN

BID SPECIFICATIONS

FURNISH & INSTALL THREE (3), MORE OR LESS, AUTOMATIC
LICENSE PLATES RECOGNITION (ALPR) SYSTEMS

DESCRIPTION:

THREE (3) CAMERA MOBILE LAW ENFORCEMENT PACKAGES

PIPS AUTOMATIC LICENSE PLATES RECOGNITION (ALPR) SYSTEMS
810 NM ILLUMINATION, SUPERREX PROCESSOR, CAMERA CABLE/
CONNECTOR(S), GPS MODULE, PAGIS SOFTWARE, AND DONGLE, PIPS
ALPR/OCR ENGINE, CLIENT/SERVER ARCHITECTURE, CAMERA BRACKET
AND MOUNT ASSEMBLIES OR APPROVED EQUAL.

THREE (3) CAMERA SYSTEMS X's	$\frac{\$16,500.00}{\text{(PRICE)}}$	=	$\frac{\$49,500.00}{\text{(TOTAL BID PRICE)}}$
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NOTE:

TOTAL BID PRICE SHALL INCLUDE CONFIGURATION, AND INSTALLATION ON
THE POLICE VEHICLES (FORD CROWN VICTORIA)

PLEASE NOTE EXCEPTIONS, IF ANY:

N/A

VENDOR NAME: WPLS International

DATE: 10-19-09

DATE: 10-19-09

Mrs. Deborah Beasley, Purchasing Agent
City Hall, Room 213
Sixth and Market Streets
Camden, New Jersey 08101-5120

Dear Mrs. Beasley:

The undersigned hereby declares and acknowledges that they have carefully examined and fully understands the Specifications, Instructions to Bidders and the form of Advertisement in connection herewith and is familiar with conditions thereof.

The undersigned proposes to:

BID #09-19
FURNISH AND INSTALL THREE (3), MORE OR LESS, AUTOMATIC
LICENSE PLATES RECOGNITION (ALPR) SYSTEMS

BIDDER'S SIGN HERE:

Matthew Hahn

TITLE:

VP

COMPANY: WPCS International

ADDRESS: 1485 Swarthmore Ave Lakewood, NJ 08701

TELEPHONE: (732) 730-9000 FAX: (732) 987-8897

Affidavit of Publication

Publisher's Fee \$59.40 Affidavit \$24.75

State of New Jersey

} SS.

Camden County

Personally appeared

Andy Radmil

Of the **Courier-Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

10/05/09

A.D. 2009

Andy Radmil
Sworn and subscribed before me, this
5 day of **October**, 2009

[Signature]
Notary Public of New Jersey

CITY OF CAMDEN ADVERTISEMENT FOR BIDS

BY VIRTUE of the power of the power of the City Council of the City of Camden, the Purchasing Agent is hereby authorized to receive Bids on TUESDAY, OCTOBER 20, 2009 at 11:00 a.m. in CITY COUNCIL CHAMBERS, Second Floor, City Hall, 520 Market Street, Camden, New Jersey, at which time and place Bids will be opened and read publicly for the following:

BID #09-19
FURNISH & INSTALL THREE (3), MORE OR LESS,
AUTOMATIC LICENSE PLATES RECOGNITION
(ALPR) SYSTEMS

SPECIFICATIONS may be obtained at the Office of the Purchasing Agent, Room 213, City Hall, 520 Market Street, Camden, New Jersey. There will be no fee.

Bidders must submit complete and detailed specification of the product or service, which Bidder proposes to supply. Each bid must be accompanied by Certified Check or Cashier's Check to the order of the City of Camden in the amount of Five Hundred Dollars (\$500.00) as a guarantee, which may be forfeited and retained by the City in lieu of its other remedies if a successful Bidder's proposal is accepted by the City and he shall fail to execute and return to the City the required contract.

The right to reject any and all bids or to accept the bid or any item of any bid deemed most advantageous to the City of Camden and to award contracts accordingly is expressly reserved to the authority of the City Council of the City of Camden.

NOTE: All bidders must comply with P.L. 1975, c127 signed into law June 23, 1975 and P.L. 1977, c33 signed into law March 8, 1977, which laws are a part of the specifications in their entirety.

Bids will not be received after the time specified for the opening of the bids. Bids received after the hour appointed will be deemed invalid and returned unopened to the Bidder.

Sealed bids intended for the Purchasing Agent prior to the designated time of public opening should be delivered to the Office of the Business Administrator, City Hall, Room 409, Camden, New Jersey 08101.

Any questions concerning this bid, please contact the City of Camden Purchasing Bureau at (856) 757-7159.

Deborah Beasley
Purchasing Agent

POC #10741
Date: October 5, 2009
(1402102)

(\$59.40)

Leslie J. Emma
Notary Public, New Jersey
My Commission Expires 9-22-14



is ...



In 2004, Quality Communications was acquired by WPCS International Inc. This acquisition has been a huge success in our efforts to better support our customers on a national level. In order to better align ourselves with our parent company, we are rebranding ourselves as WPCS INTERNATIONAL INCORPORATED, LAKEWOOD OPERATIONS.

This change is in name only and will not reflect the service and support our valued customers have come to expect from Quality Communications over the past fifteen years. Our leadership and staff remains in place and are committed to providing best in class products and services. This name recognition will allow us to have a greater presence in our primary market, and nationwide and enable us to offer extended products and services to our existing and ever expanding customers. Our customers are our first priority and that will not change.

Our shipping and billing information will remain:

WPCS International Inc.
Lakewood Operations
1985 Swarthmore Avenue, Suite 4
Lakewood, NJ 08701

Our Federal Tax ID# [22-3400116] will remain the same.

Please note that all existing work orders, purchase orders and quotes can still be invoiced and paid under Quality Communications; however, we kindly request that any future purchase orders be issued to WPCS INTERNATIONAL INC., LAKEWOOD OPERATIONS.

If you have any questions or concerns, please contact the office at (732) 730-9000.

Below is your Certificate of Authority to collect Reduced Sales Tax under the Urban Enterprise Program. This certificate is valid only for the period indicated on the certificate. It is your responsibility to recertify your business with the New Jersey Commerce Commission one month prior to your expiration date.

The 7% sales tax rate will continue to be applied to sales of alcoholic beverages, cigarettes, motor vehicle sales, leases and rentals, restaurant meals or prepared foods and beverages.

You will receive under separate cover, your UZ-50 Sales Tax Remittance form and any other information or documents you will need for this program.

223-400-116/000

STATE OF NEW JERSEY
SALES TAX CERTIFICATE OF AUTHORITY
URBAN ENTERPRISE ZONES ACT
DIVISION OF TAXATION

The person, partnership or corporation named below is hereby authorized to collect sales taxes pursuant to the Urban Enterprise Zones Act. 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. This authorizes you to collect sales tax at a reduced rate on retail Sales of Tangible Personal Property, except Motor Vehicles, certain manufacturing equipment, cigarettes and alcoholic beverages. See also N.J.A.C. 18:24-31.4.

WPCS INTERNATIONAL - LAKEWOOD,
1985 SWARTHMORE AVE STE 4
LAKEWOOD NJ 08701-4554

000023837
xxx-xxx-116/000
07/15/08 TO 07/14/09

This Permit is NOT assignable or transferable

Cheryl Fisher

UZ-2
04-08 D2058462

03/18/09

Taxpayer Identification# 223-400-116/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

WPCS INTERNATIONAL - LAKEWOOD, INC.

TRADE NAME:

ADDRESS:

1985 SWARTHMORE AVE STE 4
LAKEWOOD NJ 08701-4554

SEQUENCE NUMBER:


0084170

EFFECTIVE DATE:

01/19/96

ISSUANCE DATE:

03/18/09



Director
New Jersey Division of Revenue

FORM-BRC

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

Certificate Number
620878

Registration Date: 01/22/2009
Expiration Date: 01/21/2010



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:

Responsible Representative(s):
Brian Fortier, President

Responsible Representative(s):
Matthew Haber, Vice-President

WPCS International Inc. / LakeWood Operations
2009

A handwritten signature in black ink, appearing to read "David J. Socolew".

David J. Socolew, 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.

Exhibit "A"

<u>Officers & Directors</u>	<u>Shares</u>	<u>% Ownership</u>
---------------------------------	---------------	--------------------

Andrew Hidalgo, Chairman 608 Perimeter Drive Downingtown, PA 19335 DOB 5/11/1956 SS# 041-58-1681	210,217	3.00%
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James Heinz Executive Vice President 1 West Waters Edge Belleville, IL 62221 DOB 12/23/1959	59,524	.09%
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Investors

Special Situations Fund 527 Madison Avenue Suite 2600 New York, NY 10022	740,819	10.6%
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Certification 23952

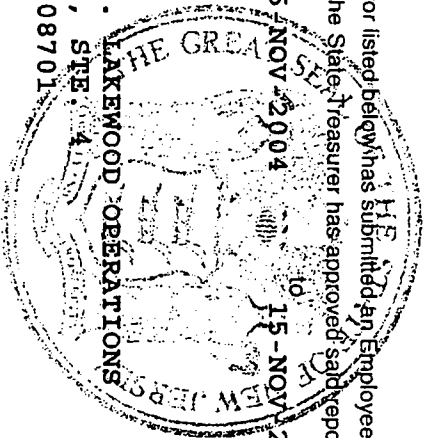
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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 NOV 2004

15 NOV 2011



WPCS INTERNATIONAL INC. LAKEWOOD OPERATIONS
1985 SWARTHMORE AVENUE, STE. 400
LAKEWOOD NJ 08701

A handwritten signature in black ink, appearing to read "D. A. O'P.", is written over a horizontal line.

State Treasurer

BID BOND

KNOW ALL BY THESE PRESENTS, That we, _____

WPCS INTERNATIONAL - LAKEWOOD OPERATIONS

of 1985 Swarthmore Avenue, Lakewood, NJ 08701 (hereinafter called the Principal),

as Principal, and Safeco Insurance Company of America

(hereinafter called the Surety), as Surety are held and firmly bound unto THE CITY OF CAMDEN

City Hall Camden NJ 08101

(hereinafter called the Obligee) in the penal sum of _____

Ten percent of amount bid. Dollars (10% of Amount Bid)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bid No. 09-19, Furnish & Install three (3), more or less, Automatic License Plates Recognition (ALPR) Systems

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 16th day of October, 2009

Kathryn L. Friel
Witness

WPCS INTERNATIONAL - LAKEWOOD
OPERATIONS

{ Matthew Hobbs VP (Seal)
Principal
Title

Ed C. Spector
Edward C. Spector
Witness

Safeco Insurance Company of America

{ By Marina Tapia
Marina Tapia
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

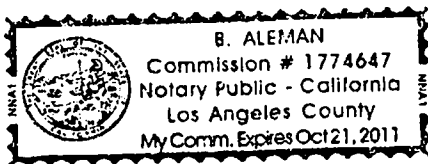
State of California

County of Los Angeles

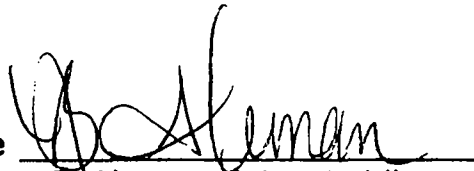
On 10/16/09 before me, B. Aleman, Notary Public, personally appeared Marina Tapia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature


B. Aleman, Notary Public

(seal)



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 6843

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

E.S. ALBRECHT, JR.; TRACY ASTON; TOM BRANIGAN; K.D. CONRAD; ASHRAF ELMASRY; SIMONE GERHARD;
JOYCE HERRIN; MICHAEL R. MAYBERRY; C.K. NAKAMURA; MARIA PENA; WILLIAM A. SADLER; EDWARD C.
SPECTOR; MARINA TAPIA; LISA L. THORNTON; BRENDA WONG; NOEMI QUIROZ; B. ALEMAN; Los Angeles, CA

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 16th day of October, 2009



Dexter R. Legg, Secretary



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: MAY 4, 2009

NAIC COMPANY CODE: 24740

THIS IS TO CERTIFY THAT THE SAFECO INSURANCE COMPANY OF AMERICA OF SEATTLE, WASHINGTON, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2010, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES**
- 02 - EARTHQUAKE**
- 03 - GROWING CROPS**
- 04 - OCEAN MARINE**
- 05 - INLAND MARINE**
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY**
- 07 - AUTOMOBILE LIABILITY BODILY INJURY**
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE**
- 09 - AUTOMOBILE PHYSICAL DAMAGE**
- 10 - AIRCRAFT PHYSICAL DAMAGE**
- 11 - OTHER LIABILITY**
- 12 - BOILER AND MACHINERY**
- 13 - FIDELITY AND SURETY**
- 14 - CREDIT**
- 15 - BURGLARY AND THEFT**
- 16 - GLASS**
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE**
- 18 - LIVESTOCK**
- 19 - SMOKE OR SMUDGE**
- 20 - PHYSICAL LOSS TO BUILDINGS**
- 21 - RADIOACTIVE COMTAMINATION**
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE**

STEVEN M. GOLDMAN

COMMISSIONER





SAFECO INSURANCE COMPANY OF AMERICA
FINANCIAL STATEMENT — DECEMBER 31, 2008

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 267,363,750	Unearned Premiums.....	\$ 666,660,985
*Bonds — U.S Government.....	13,359,352	Reserve for Claims and Claims Expense.....	1,577,767,462
*Other Bonds.....	2,353,906,395	Funds Held Under Reinsurance Treaties.....	430,979
*Stocks.....	281,831,749	Reserve for Dividends to Policyholders.....	2,164,985
Real Estate.....	0	Additional Statutory Reserve.....	-
Agents' Balances or Uncollected Premiums.....	557,216,809	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	34,037,369	Other Liabilities.....	935,383,360
Other Admitted Assets.....	444,517,784	Total.....	\$3,128,407,771
Total Admitted Assets.....	<u>\$3,952,233,208</u>	Special Surplus Funds.....	\$ 3,399,995
		Capital Stock.....	5,000,000
		Paid in Surplus.....	346,118,108
		Unassigned Surplus.....	415,307,334
		Surplus to Policyholders.....	769,825,437
		Total Liabilities and Surplus.....	<u>\$3,952,233,208</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
Securities carried at \$113,984,922 are deposited as required by law.

I, TIM MIKOLAJEWSKI, Vice-President of SAFECO Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2008, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 1st day of March, 2009.

Tim Mikolajewski
Vice-President

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that the Safeco Insurance Company of America, a corporation organized and existing under the laws of the State of Washington and licensed to do business in the State of New Jersey certifies and agrees, that if Bid No. 09-19 for Furnish & install three (3), more or less, Automatic License Plates Recognition (ALPR) Systems is awarded to WPCS International - Lakewood Operations the undersigned will execute a performance bond to guarantee Bid No.09-19 Furnish & install three (3), more or less, Automatic License Plates Recognition (ALPR) Systems for the full amount set forth in the Contractor's estimate, provided however that the Surety reserves the right to review, accept and approve the final contract documents and bond forms, and that said Principals financial condition continues to qualify (based upon assessment of the Surety) at the time the final bond is required.

Signed and sealed this 16th day of October, 2009.

Safeco Insurance Company of America



Marina Tapia, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California


County of Los Angeles

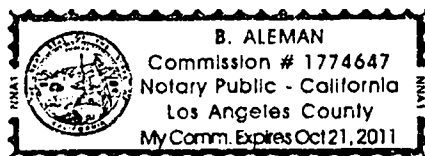
On 10/16/09 before me, B. Aleman, Notary Public, personally appeared Marina Tapia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


B. Aleman, Notary Public



(seal)



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 6843

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SPECTOR; MARINA TAPIA; LISA L. THORNTON; BRENDA WONG; NOEMI QUIROZ; B. ALEMAN; Los Angeles, CA

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
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Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
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I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 16th day of October, 2009



Dexter R. Legg, Secretary



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

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- 03 - GROWING CROPS
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- 05 - INLAND MARINE
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- 07 - AUTOMOBILE LIABILITY BODILY INJURY
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- 22 - MECHANICAL BREAKDOWN/POWER FAILURE

STEVEN M. GOLDMAN
COMMISSIONER





SAFECO INSURANCE COMPANY OF AMERICA

FINANCIAL STATEMENT — DECEMBER 31, 2008

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 267,363,750	Unearned Premiums.....	\$ 666,660,985
*Bonds — U.S Government.....	13,359,352	Reserve for Claims and Claims Expense.....	1,577,767,462
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Other Admitted Assets.....	<u>444,517,784</u>	Total.....	<u>\$3,128,407,771</u>
Total Admitted Assets.....	<u>\$3,952,233,208</u>	Special Surplus Funds.....	\$ 3,399,995
		Capital Stock.....	5,000,000
		Paid in Surplus.....	346,118,108
		Unassigned Surplus.....	<u>415,307,334</u>
		Surplus to Policyholders.....	<u>769,825,437</u>
		Total Liabilities and Surplus.....	<u>\$3,952,233,208</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
Securities carried at \$113,984,922 are deposited as required by law.

I, TIM MIKOLAJEWSKI, Vice-President of SAFECO Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2008, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 1st day of March, 2009.

T. Mikolajewski
Vice-President

SLATE™ ALPR CAMERA

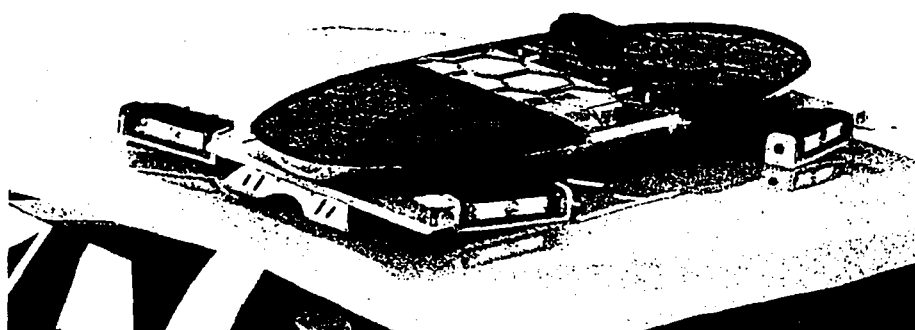


Figure 1. The Federal Signal Slate ALPR camera system.

The Federal Signal Slate™ automated license plate recognition (ALPR) camera system delivers the high performance expected from Federal Signal in a compact, low-profile form factor. Designed for today's low-profile lightbars, the Slate camera does not hinder lightbar visibility. With the Federal Signal SuperEx III mobile ALPR processor and the Federal Signal PAGIS ALPR graphical interface system, the Slate camera provides a turnkey, high-performance, feature-rich ALPR system unlike any other.

In an extremely small package, the Slate camera incorporates infrared illumination for high performance plate capture anywhere at anytime, an infrared camera for effective license plate imaging and a color camera for vehicle overview image.

With patented technologies and more than 20 years of infrared camera design experience, Federal Signal can achieve the highest performance plate capture and plate read rates available in the industry. Patented filter and flash techniques provide excellent suppression of headlights and bright sunlight, while field-by-field control of camera parameters enables the use of patented TripleFlash™ technology to reduce problems of plate-to-plate variation issues. Federal Signal reduces the processing burden on the ALPR processor by pushing analytics to the network edge. Patented Platefinder algorithm technology is embedded in the camera to reduce the number of frames processed by the SuperEx III processor.

> Features

Dual-lens camera for infrared license plate image and color vehicle overview

Patented Platefinder® and TripleFlash® technologies

Small, compact, low-profile, weatherproof design with no moving components

Robust Federal Signal optical character recognition (OCR) engine

> Benefits

Compensates for headlights, sun glare, variances in ambient and license plate conditions for superior image quality and more accurate performance

Durability and longevity in extreme operating environments

No obstructions of lightbar; relatively covert

Superior accuracy in plate detection/image capture and plate read





Limited Warranty - Hardware Limited Warranty: Purchaser assumes the responsibility for the selection of a particular Good to achieve its intended results, and for the installation, use and results obtained therefrom. Subject to the limitations of liability set forth in Section 16, PIPS warrants the hardware it manufactures to be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of purchase. PIPS' obligation under this warranty shall be limited to the repair or exchange of any part or parts which may prove defective under normal use and service within one (1) year from the date of purchase and which our examination shall disclose to our reasonable satisfaction to be defective. Any field engineering required to resolve a hardware warranty item will be billed to the customer on a labor rate per day basis plus travel and living expenses (billed in accordance with Paragraph 27).

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PUPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON PIPS' PART, AND PIPS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE GOODS. BY USING THE GOODS, THE PURCHASER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON BY HIM WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS HEREIN SOLD.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than PIPS'), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Purchaser or its agents has supplied specifications, information, representation of operating conditions or other data to PIPS in the selection or design of the Goods and the preparation of PIPS' quotation, and in the event that actual operating conditions or other conditions differ from those represented by the Purchaser, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Purchaser's discovery of any warranty defects within the warranty period, Purchaser notifies PIPS thereof in writing, PIPS shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Goods found by PIPS to be defective. Failure by Purchaser to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Purchaser's claim for such defects. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Purchaser assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Software Limited Warranty: Subject to the limitations in Section 16, PIPS warrants the diskettes upon which Software is furnished, but not the Software itself, to be free from defects in material, and workmanship for a period of twelve (12) months from the date of purchase. Our obligation under the software warranty shall be limited to repair or replacement of a defective diskette during the twelve (12) month period. Defective diskettes shall be returned prepaid to PIPS for service. PIPS reserves the right to determine in its sole discretion whether to repair or replace diskettes.

SLATE™ ALPR CAMERA

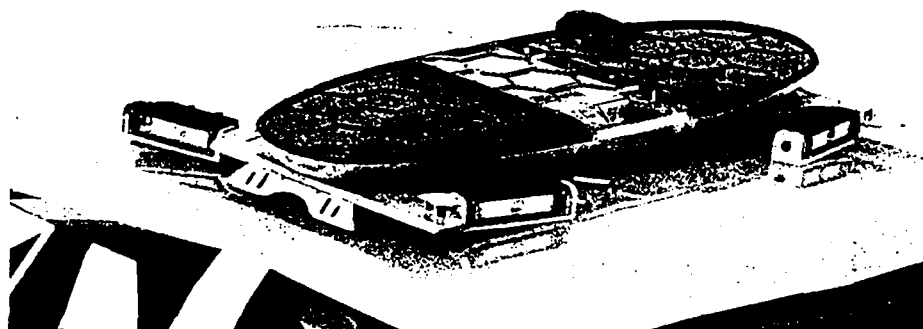


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Robust Federal Signal optical character recognition (OCR) engine

> Benefits

Compensates for headlights, sun glare, variances in ambient and license plate conditions for superior image quality and more accurate performance

Durability and longevity in extreme operating environments

No obstructions of lightbar; relatively covert

Superior accuracy in plate detection/image capture and plate read





Limited Warranty – Hardware Limited Warranty: Purchaser assumes the responsibility for the selection of a particular Good to achieve its intended results, and for the installation, use and results obtained therefrom. Subject to the limitations of liability set forth in Section 16, PIPS warrants the hardware it manufactures to be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of purchase. PIPS' obligation under this warranty shall be limited to the repair or exchange of any part or parts which may prove defective under normal use and service within one (1) year from the date of purchase and which our examination shall disclose to our reasonable satisfaction to be defective. Any field engineering required to resolve a hardware warranty item will be billed to the customer on a labor rate per day basis plus travel and living expenses (billed in accordance with Paragraph 27).

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PUPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON PIPS' PART, AND PIPS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE GOODS. BY USING THE GOODS, THE PURCHASER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON BY HIM WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS HEREIN SOLD.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than PIPS'), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Purchaser or its agents has supplied specifications, information, representation of operating conditions or other data to PIPS in the selection or design of the Goods and the preparation of PIPS' quotation, and in the event that actual operating conditions or other conditions differ from those represented by the Purchaser, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Purchaser's discovery of any warranty defects within the warranty period, Purchaser notifies PIPS thereof in writing, PIPS shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Goods found by PIPS to be defective. Failure by Purchaser to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Purchaser's claim for such defects. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Purchaser assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Software Limited Warranty: Subject to the limitations in Section 16, PIPS warrants the diskettes upon which Software is furnished, but not the Software itself, to be free from defects in material, and workmanship for a period of twelve (12) months from the date of purchase. Our obligation under the software warranty shall be limited to repair or replacement of a defective diskette during the twelve (12) month period. Defective diskettes shall be returned prepaid to PIPS for service. PIPS reserves the right to determine in its sole discretion whether to repair or replace diskettes.

INTEROFFICE MEMORANDUM

TO: Dana L. Redd, Mayor
FROM: Marc A. Riondino, City Attorney
RE: AGREEMENT FOR SIGNATURE

DATE: August 15, 2012

Attached please find the below listed Agreement. Please sign and forward to the Office of Municipal Clerk for his signature and seal.

Type of Document: Contract
WPCS International Inc.

#02-12-119

Marc A. Riondino /8/
Marc A. Riondino, City Attorney

TO: Luis Pastoriza, Municipal Clerk
FROM: Dana L. Redd, Mayor
RE: Agreement SIGNATURE

DATE: 8/27/12

Attached please find the above listed Agreement for your signature and seal. Upon execution of the documents, please retain an original Agreement and forward the remaining copies to the Office of the City Attorney, using this memorandum as transmittal.

Dana L. Redd
Dana L. Redd, Mayor

TO: Marc A. Riondino, City Attorney
FROM: Luis Pastoriza, Municipal Clerk
RE: Agreement
FOR SIGNATURE AND YOUR FILES

DATE: _____

Attached please find the remaining copies of the above listed Agreement, fully executed. I have retained an original Contract for my files and returned three for your files.

Luis Pastoriza
Luis Pastoriza, Municipal Clerk

TO: Debbie Beasley, Purchasing Agent
FROM: Marc A. Riondino, City Attorney
RE: Agreement

DATE: _____

Enclosed please find fully executed copy of the above listed Agreement for your files. The original Agreement has been filed with this office. Please mark your files accordingly.

Marc A. Riondino, City Attorney

THIS CONTRACT AND AGREEMENT made and entered into this 27th day of February, in the year of Our Lord Two Thousand Twelve (2012).

THE CITY OF CAMDEN, a Municipal Corporation of the State of New Jersey of the first part, hereinafter referred to as the party of the first part or the "City" and **WPCS International, Inc., 1985 Swarthmore Avenue, Suite 4, Lakewood, NJ 08701** of the second part, hereinafter referred to as the party of the second part or the "Contractor".

WITNESSETH:

In Consideration of an amount not to exceed SEVENTY-NINE THOUSAND THIRTY-TWO DOLLARS (\$79,032.00), as set forth in Resolution R-49 adopted by the Camden City Council on February 14, 2012, and the mutual promises and covenants of the parties hereto, it is agreed that:

The party of the second part shall provide four (4) additional Automatic License Plate Readers which will be mounted on four (4) different marked police vehicles and for the support and/or maintenance of proprietary computer hardware and software for the City of Camden Police Department.

The party of the second part does hereby agree and covenant that it, he or she will, comply with the Labor Laws of the State of New Jersey and of the United States of America as it may pertain to the manufacture, assembly or performance of the goods or services to be supplied hereunder and to further pay to its employees a sum no less than the prevailing daily rate for wages in the locality where the work is to be performed or services rendered pursuant to law.

ARTICLE ONE

CONTRACTOR'S SERVICES

1.1 The Contractor shall provide the goods and services as hereinafter set forth and as set forth in the Proposal attached hereto and made a part hereof, within the time limits stated herein and in accordance with the terms and conditions of this Agreement.

1.2 In the event there are changes to the Contractor's services including any change in the amount of the Contractor's compensation, a supplement to this Agreement may be negotiated at the request of either party and incorporated in written amendments to this Agreement.

1.3 Contractor shall complete its services within the period stipulated in the article proposed.

ARTICLE TWO
CONTRACTOR'S SERVICES

2.1. Contractor's services shall consist of the tasks set forth in the attached proposal.

ARTICLE THREE
SCHEDULE OF SERVICES

3.1 The Contractor shall deliver the goods and services within the time set forth in the attached proposal.

ARTICLE FOUR
COMPENSATION

4.1. The City agrees to pay or cause to be paid to Contractor for services rendered pursuant to this contract an amount not to exceed SEVENTY-NINE THOUSAND THIRTY-TWO DOLLARS (\$79,032.00). The parties acknowledge that the City is subject to the Local Public Contracts Law, N.J.S.A. 40A:11-15, which states that this contract shall be subject to the availability and appropriation annually of sufficient funds.

4.2. Payment shall be based upon the schedule of fees and costs set forth in the attached Proposal.

4.3. The terms and conditions of payment shall be as follows:

4.3.1 All original invoices shall be submitted to the Department of Finance with a copy to the Police Department. A monthly invoice setting forth with specificity the actual hours of work performed on specific assignments in accordance with this Agreement and a detailed breakdown of costs and charges; then upon certification by the Planning and Development Department that the work was done or articles furnished in a satisfactory manner; then upon presentation by the Contractor to the City Department of Finance the said invoice and Certification in Lieu of Affidavit that the work done or articles furnished are according to this contract and according to law and not upon any secret promises to pay any bonus in money or property as detailed on the invoice.

4.3.2. And, it is further agreed by the parties hereto, that in the event of a default by the party of the second part in any of the terms and/or conditions hereof then in such an event, the party of the second part shall forfeit any and all monies which may be due to the party of the second part. The party of the second part shall be liable for the payment of any costs or expenses incurred by the party of the first part in excess of the contract price required to complete this contract.

4.3.3. IT IS FURTHER UNDERSTOOD AND AGREED that in the event of a default as aforesaid, the party of the second part, its successors, heirs or personal representatives shall pay

such excess costs and expenses upon the presentation of an invoice by party of the first part.

ARTICLE FIVE
GENERAL TERMS AND CONDITIONS

5.1 RECORDS

CONTRACTOR and any subcontractors shall keep, or cause to be kept accurate records and books of accounts, shall record and report in accordance with generally accepted accounting procedures and with all essential details, the receipt and disbursement of all funds under the terms of this Agreement. The CITY shall have access at all reasonable times to all records and books of accounts pertaining to this Agreement. CONTRACTOR understands and agrees that any payment made by CITY to CONTRACTOR under the terms and conditions of this agreement is subject to audit. CONTRACTOR shall preserve all documents, records and books of account pertaining to this payment for inspection and/or audit by any authorized representatives of the CITY or its cognizant audit agency. Copies thereof, if requested, shall be furnished to either of the foregoing.

5.2 NO MONEY FOR PARTISAN POLITICAL ACTIVITY

The money provided by the CITY under this Agreement shall not be used for any partisan political activity, for furthering the election or defeat of any candidate for public office, or for any other purpose prohibited by the Hatch Act (5 U.S.C. 1501, et seq.).

5.3 PRIOR CONSENT OF CITY FOR DISTRIBUTION OF INFORMATION

No information or material gathered under this Agreement shall be made available to any individual or organization without the prior written approval of the CITY.

5.4 NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest or delegate any duty arising from this Agreement without the prior written consent of the CITY.

**5.5 NONDISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY REQUIREMENT PURSUANT TO
N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is

afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C.17:27-5-2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C.17:27-5-2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

5.6 TERMINATION FOR CAUSE

If for any reason, CONTRACTOR fails to fulfill in a timely and proper manner its obligations under this agreement, or if CONTRACTOR violates any of the conditions, covenants, agreements or stipulations of this agreement, the CITY shall, thereupon, have the right to terminate this agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty days before such date. In that event, all or any part of finished or unfinished materials prepared by CONTRACTOR shall, at the option of the CITY, become its property and CONTRACTOR shall be entitled to just and equitable compensation for the materials accepted by the CITY.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement.

5.7 TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this agreement at its convenience at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least seven days before the effective date of such termination. In that event of termination for the convenience of the CITY, CITY shall pay CONTRACTOR for all hardware, software, and services delivered or performed up to the date of cancellation, and all work in progress that was requested by the City prior to cancellation for which CONTRACTOR has already incurred costs, and for that portion of the actual out of pocket expenses (not otherwise reimbursed under this

contract) incurred by CONTRACTOR during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

5.8 CONFLICT OF INTEREST

a. No officer, member or employee of the CITY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any function or responsibilities in the review or approval in the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which it is, directly or indirectly, interested or have any personal pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

b. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.

c. No members of or delegates to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit arising from it.

5.9 COMPLIANCE WITH FEDERAL AND LOCAL LAWS

CONTRACTOR shall fulfill all requirements imposed by the Federal government on expenditures, grants and other uses of money derived by the CITY from the Federal government. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of New Jersey and the City of Camden.

5.10 CHANGES

The CITY may from time to time request changes in the Scope of Services of the CONTRACTOR to be performed under this Agreement.

Such changes, including any decrease or increase in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Agreement.

5.11 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the City from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability and expenses brought by any third party alleging loss of life, bodily and personal injury, or damage to property, occasioned wholly or in part by Contractor's intentional, reckless or negligent acts or omissions, or the intentional, reckless or negligent acts or omissions of Contractor's agents, subconsultants, employees or servants in conjunction with Contractor's

performance of services under this Agreement.

5.12 ENTIRE UNDERSTANDING

This written Agreement, including the Maintenance Agreement and its Schedules, represents the entire understanding of the parties with respect to the subject matter hereof.

AND, the party of the second part further agrees to comply with the provisions of N.J.S.A. 10:5-12 regarding unlawful employment practices and discrimination; and all other applicable federal, state laws and municipal ordinances regarding employment practices and discrimination. The violation of any of the aforesaid statutes or ordinances by the party of the second part shall be a breach of the entire contract and the party of the first part shall have the option of canceling the remaining portion of the contract, rescinding the contract in its entirety or continuing the contract subject to the remedies, penalties or other mandatory action available to the party of the first part under the law.

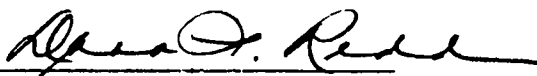
AND, the party of the second part hereby certifies that no bonus, or other consideration has or will be given, received or promised to the servants, agents or employees of the party of the first part for the awarding of this contract.

IN WITNESS WHEREOF, the party of the second part has caused these presents to be signed and sealed and the said CITY OF CAMDEN has caused these presents to be signed by its proper officers and sealed with its common or corporate seal, the date and year first aforesaid.

Signed, Sealed :
and Delivered in :
the presence of :

CITY OF CAMDEN

BY:


DANA L. REDD (SEAL)
Mayor

ATTEST:

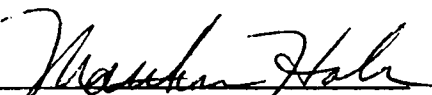

LUIS PASTORIZA
Municipal Clerk

Approved as to form:

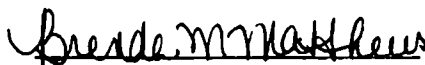

MARC A RIONDINO
City Attorney

WPCS International Inc.

BY:


(Sign) Authorized Authority

Witness (Sign)


Brenda Matthews Inside Sales
Print Name & Title


Matthew Haber VP
Print Name & Title

MAR:dh
02-14-12

RESOLUTION MC-12: 2283

*On Motion Of: Dana M. Burley
APPROVED: February 14th, 2012*

R-51

**RESOLUTION AWARDING A CONTRACT TO WPCS INTERNATIONAL INC.,
1985 SWARTHMORE AVENUE, SUITE 4, LAKEWOOD, NJ 08701
IN THE AMOUNT OF \$79,032.00**

WHEREAS, there exists a need to purchase four (4) additional Automatic License Plate Readers which will be mounted on four (4) different marked police vehicles; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(dd), provide provisions or performance of goods or services for the support or maintenance of proprietary computer hardware and software; and

WHEREAS, a proposal was submitted by WPCS International Inc., 1985 Swarthmore Avenue, Suite 4, Lakewood, NJ 08701 to provide the services for an amount not to exceed SEVENTY-NINE THOUSAND THIRTY-TWO DOLLARS (\$79,032.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item(s) "G-12-526-999", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with WPCS International Inc., for an amount of SEVENTY-NINE THOUSAND THIRTY-TWO DOLLARS (\$79,032.00).

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: February 14, 2012

The above has been reviewed
and approved as to form.

MARC A. RIONDINO
City Attorney


FRANCISCO MORAN
President, City Council

ATTEST:


LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

WPCS INTERNATIONAL INC

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION, FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:
AMOUNT:

ADOPTED BUDGET APPROPRIATION:
AMOUNT:

APPROPRIATION RESERVE:
AMOUNT:

DEDICATED BY RIDER:
AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: G-12- -526-999
AMOUNT: \$79,032.00

CAPITAL ORDINANCE:
AMOUNT:

TRUST ACCOUNT:
AMOUNT:

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

\$79,032.00

Description of the Goods or Services to be procured:

Authorization to Award Contract (Bid #10-01) for Purchase Four (4) Additional Automatic License Plate Readers To Be Mounted on Four (4) Different Marked Police Vehicles. Including One Year of Maintenance and Support for Equipment


SHEILA R. BAYARD
CHIEF FINANCIAL OFFICER

DATE: January 26, 2012



Camden Police Department

Bureau of Administration

To: Ms. Mixon
From: A. Moffa
Date: December 19, 2011
Re: WPCS Inc ALPR

Ms. Mixon,

Attached please find a quote from WPCS International.

WPCS International Inc.

The quote is for the purchase of four (4) Automatic License Plate Readers which will be mounted on four (4) different marked police vehicles. The quote also includes one year of maintenance and support. The quote is for the amount of \$79,032.00. The appropriation code for this procurement should be the JAG Law Enforcement Technology Grant:

G-12-526-999

Thank you for your attention and please advise of any questions or concerns regarding this matter.

CC: file

WPCS International Inc-Lakewood Opera

1985 Swarthmore Ave
Suite 4
Lakewood, NJ 08701
Phone: 732-730-9000
Fax: 732-730-9005

Billing Address: AcctNo: 1675

CAMDEN CITY
ATTN: FINANCE DEPARTMENT
ROOM 213 CITY HALL
520 MARKET STREET
CAMDEN, NJ 08102

Quote No:

Q19471

Date: 12/16/2011
Prepared for: VIJAY VERMA
Terms: Net 15
Department: Data

Service Address:

CAMDEN CITY
ATTN: FINANCE DEPARTMENT
ROOM 213 CITY HALL
520 MARKET STREET
CAMDEN, NJ 08102

Request: ALPR QUOTE

ItemNo	Desc	Qty	UOM	Price	Extended
SLATE-810-LE-G	Three Camera Mobile Law Enforcement Package - Includes: 810 nm illumination, SuperFlex processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket and mount assemblies. MSRP \$16,640.00	4.00	EA	16,500.00	66,000.00
PIPS-SRVC-FE-MOBILE	Field engineering services for one day of configuration of mobile ALPR vehicles and backend BOSS server.	1.00	EA	1,200.00	1,200.00
ANNUAL-MAINT-PAGIS	YEARLY PAGIS CLIENT SOFTWARE MAINTENANCE / SUPPORT	4.00	EA	1,250.00	5,000.00
ANNUAL-MAINT-HARDWAR	YEARLY ON-SITE VEHICLE HARDWARE MAINTENANCE / SUPPORT	4.00	EA	750.00	3,000.00
C-TSM-CHGR-P	TRUNK SIDE MOUNT PASSENGER	4.00	EA	208.00	832.00
PP-INSTALL-MD	INSTALLATION OF EQUIPMENT:	4.00	EA	750.00	3,000.00

Sub Total: 79,032.00
Sales Tax: 0.00

Total Quoted Amount: 79,032.00