

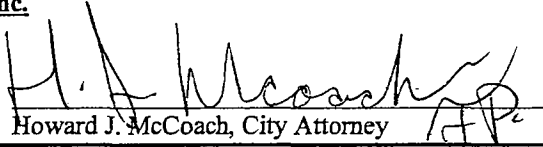
**INTEROFFICE MEMORANDUM**

TO: Christine Tucker, Business Administrator Date: 07/06/10  
FROM: Howard J. McCoach, City Attorney  
RE: **CONTRACT FOR SIGNATURE**

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

Type of Document: **CONTRACT** Code # **4-10-122**

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

  
Howard J. McCoach, City Attorney

TO: Mayor Dana L. Redd  
FROM: Christine Tucker, Business Administrator  
RE: **CONTRACT FOR SIGNATURE**

Date: 7/6/10 **AVIL'S**  
**for me**  
**police Dept.**

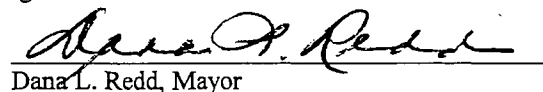
Attached please find the above listed Contract. Please sign same and forward to the Office of Municipal Clerk for his signature.

  
Christine Tucker, Business Administrator

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

Date: 7/7/10

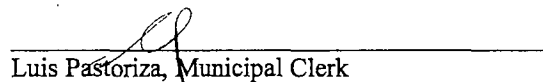
Attached please find the above listed Contract for your approval and signature. Please sign same and forward to the Office of Municipal Clerk using this memorandum as transmittal.

  
Dana L. Redd, Mayor

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

Date:

Attached please find the above listed Contract 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  
FROM: Howard J. McCoach, City Attorney  
RE: **FULLY CONTRACTS**

Date:

Enclosed please find fully executed Contract.

Howard J. McCoach, City Attorney

**RECEIVED**  
**2010 JUL - 8 P 1:59**  
**MUNICIPAL CLERK OFFICE**  
**CAMDEN, N.J.**

CODE #4-10-122

BID

**This Contract and Agreement**, made and entered into this 7<sup>th</sup> Day of April, 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 08701** of the State of 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: For the furnishing and installation of ten (10) mobile license plate recognition (ALPR) camera systems.

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 in the amount of 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 ONE HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$163,400.00), lawful money of the United States of America, as per attached bid received February 9, 2010 and Resolution R-40 adopted April 13, 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.

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, 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 in addition to all other remedies under law or equity.

**It Is Further Understood and Agreed** that in the event of the default as aforesaid, the party of the second part, it 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.

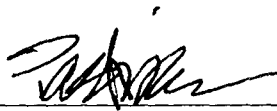
In Witness Whereof, the party of the second part has caused these presents to be signed and sealed and the said CITY OF CAMDEN has caused these presents to be signed by its proper officers and sealed with its common or corporate seal, the day and year first aforesaid.

CITY OF CAMDEN

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

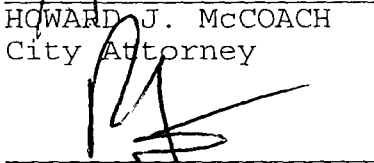
BY:   
DANA L. REDD (SEAL)  
Mayor

ATTEST:

  
LUIS PASTORIZA  
Municipal Clerk

Approved as to form:

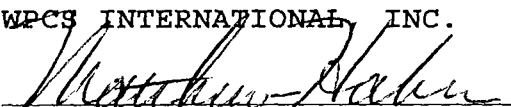
  
HOWARD J. McCOACH  
City Attorney

  
Witness (Sign)

Richard Goldberg  
Print Name & Title  
Account Executive

WPCS INTERNATIONAL, INC.

BY:

  
(Sign) Authorized Authority

Matthew Haber VP  
Print Name & Title

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

a. 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.

b. The City of Camden is subject to the Municipal Rehabilitation and Economic Recovery Act P.L. 2002, C 43 (C.52:27BBB-1, et al) and as such; all contracts and agreements entered into by the qualified municipality during the rehabilitation term are subject to termination for any reason without payment of penalty or damages, upon thirty (30) days notice by the Director of the Division of Local Government Services or the Chief Operating Officer of the City of Camden. See section C.52:27BBB-61.

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. CONSTRUCTION CONTRACT DISPUTES

Pursuant to N.J.S.A. 40A:11-50, disputes arising under all construction contracts entered in accordance with the provisions of N.J.S.A. 40A:11-1 et seq. shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C.40A:11-1 et seq.).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

15. CONSTRUCTION RELATED CONTRACTS - APPROVAL AND CERTIFICATION OF BILLING

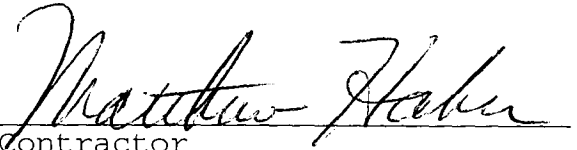
Authorization for payment of periodic billings, final payments or retainage monies require approval and certification by formal resolution of Camden City Council Members. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the contractor and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of the City Council Members for the month in which payment is requested. Approved and certified amounts due will be paid during the City's subsequent payment cycle.

16. 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.

  
Contractor

R-40

MAR:dh  
04-13-10

RESOLUTION AUTHORIZING A CONTRACT TO **WPCS INTERNATIONAL, INC.**,  
1985 SWARTHMORE AVENUE, LAKEWOOD, NJ 08701 TO FURNISH AND INSTALL  
TEN (10) MOBILE LICENSE PLATE RECOGNITION (ALPR) CAMERA SYSTEMS FOR  
THE POLICE VEHICLES

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on February 9, 2010 in the Council Chambers, City Hall, Camden, New Jersey for the Furnishing & Installation of ten (10) automatic license plate recognition (ALPR) systems; and

WHEREAS, two (2) bids and proposals were received on February 9, 2010; 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., for the total sum of ONE HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$163,400.00); 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

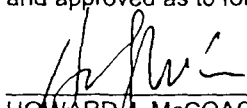
BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to WPCS INTERNATIONAL, INC., 1985 Swarthmore Avenue, Lakewood, NJ 08701 for an amount not to exceed ONE HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$163,400.00), for the Furnishing & Installation of ten (10) automatic license plate recognition (ALPR) systems, 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.

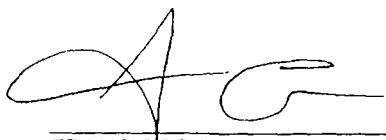
BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal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

On Motion Of: CURTIS JENKINS

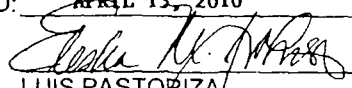
Dated: April 13, 2010

The above has been reviewed  
and approved as to form.

  
HOWARD J. McCOACH  
City Attorney

  
FRANCISCO MORAN  
President, City Council

APPROVED: APRIL 13, 2010

ATTEST   
LUIS PASTORIZA  
Municipal Clerk

**BID #10-01**

**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.

|                                                    |                                                                                                                  |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>CITY BID NO.:</b>                               | <b>BID #10-01</b>                                                                                                |
| <b>SPECIFICATIONS FOR:</b>                         | <b>FURNISH &amp; INSTALL TEN (10), MORE OR LESS,<br/>AUTOMATIC LICENSE PLATES RECOGNITION<br/>(ALPR) SYSTEMS</b> |
| <b>PRE BID MEETING:</b>                            |                                                                                                                  |
| <b>BID OPENING DATE:</b>                           | <b>TUESDAY, FEBRUARY 9, 2010</b>                                                                                 |
| <b>TIME AND LOCATION:</b>                          | <b>CITY COUNCIL CHAMBERS<br/>CITY HALL, 2<sup>ND</sup> FLOOR<br/>CAMDEN, NJ 08101<br/>11:00 A.M.</b>             |
| <b>SUBMIT BIDS BEFORE<br/>BID OPENING TIME TO:</b> | <b>BUSINESS ADMINISTRATOR'S OFFICE<br/>CITY HALL, 4<sup>TH</sup> FLOOR<br/>ROOM 409<br/>CAMDEN, NJ 08101</b>     |

**BID DEPOSIT: \$500.00 CERTIFIED CHECK**

**CERTIFICATE  
OF SURETY:**

**PERFORMANCE  
BOND:**

|                        |                                                                                           |
|------------------------|-------------------------------------------------------------------------------------------|
| <b>CONTACT PERSON:</b> | <b>DEBORAH BEASLEY<br/>PURCHASING AGENT<br/>CITY HALL – ROOM 213<br/>CAMDEN, NJ 08101</b> |
|------------------------|-------------------------------------------------------------------------------------------|

**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, FEBRUARY 9, 2010 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 #10-01 FURNISH & INSTALL TEN (10), 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, 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 #10810  
Date: January 22, 2010

**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.

### 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> |
|-----------------------------------------|---------------------------------------------|
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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

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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:

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Business Permit No: \_\_\_\_\_ License No. \_\_\_\_\_

### Heating, Ventilating and Air Conditioning:

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### Structural Steel and Ornamental Iron:

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**LISTING OF SUBCONTRACTORS**

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

Subcontractor Name, Address and Telephone Number

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Subcontractor Name, Address and Telephone Number

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Subcontractor Name, Address and Telephone Number

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Subcontractor Name, Address and Telephone Number

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Subcontractor Name, Address and Telephone Number

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Subcontractor Name, Address and Telephone Number

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Subcontractor Name, Address and Telephone Number

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**\*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 - Lakewood Operations

State of Incorporation: Delaware

Date of Incorporation: 1996

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: V.P. Operations

Address: 1985 Swarthmore Ave.  
LAKWOOD, NJ 08701

Telephone Number: 732-730-9000

BIDDER SIGN HERE: Matthew Haber

Name: Matthew Haber

Title: VP

**SECTION B:**

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

Name of Company or Trade Name: WPCS International  
Lakewood Operations

State where registered: New Jersey

Name of Owner: N/A

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

Telephone Number: \_\_\_\_\_

BIDDER SIGN HERE: Matthew Haber

Name: Matthew Haber

Title: VP

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.

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The following questions must be answered by all bidders:

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

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

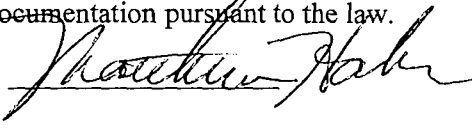
If yes, please submit a copy of such approval.

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

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

( ) Partnership      (X) Corporation      ( ) Sole Proprietorship  
( ) Individual      ( ) Joint Venture      ( ) Other (specify) \_\_\_\_\_

( ) 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. Specialty Situations Fund 527 Madison Ave. New York  
NY 10022
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

- (X) 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

SIGNED BY:

PRINT NAME &amp; TITLE:

DATE:

REVISÉD 9/10/09

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  
(Title of Position) (Name of Firm)

LAKEWOOD OPERATIONS the bidder making the Proposal for the bid proposal entitled ALPR systems, 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 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.

Subscribed and sworn to

before me this day

February 4, 2010

Eileen Doughty  
Notary Public of

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

Matthew Haber

My Commission Expires: Nov. 19 2014

Eileen Doughty  
Commission: 2391222  
Notary Public of New Jersey  
My Commission Expires  
November 19th, 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 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 - Lakewood  
Name of contractor or subcontractor (PLEASE TYPE)

Matthew Haber  
(Signature)  
VP  
(Title)  
2/09/10  
(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- Lakewood Operations*
2. Permanent main office address. *1985 Swarthmore Ave.  
Lakewood, NJ 08701*
3. When organized. *1996*
4. If a corporation, where incorporated. *Delaware*
5. How many years have you been engaged in the work included in this contract under your present firm or trade name. *4 years*
6. General character of work performed by you. *Excellent*
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.  
*Vehicles, Shop supplies, Tools + Computers*

*WPCS International- Lakewood*  
Name of contractor or subcontractor (PLEASE TYPE)

*Matthew Nale*  
(Signature)

*2 / 09 / 10*  
(Title)

(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 Hoban  
(SIGNATURE)

TITLE: VP  
(PRINTED OR TYPED)

COMPANY: WPCS INTERNATIONAL

DATE: 2 / 09 / 10

TYPE OF PRODUCT OR SERVICE OFFERED:

Furnish & Install Automatic License Plate  
Recognition Reader (ALPR) in Police  
vehicles.

## **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 TEN (10), MORE OR LESS, AUTOMATIC  
LICENSE PLATES RECOGNITION (ALPR) SYSTEMS

DESCRIPTION:

TEN (10) 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.

$$\begin{array}{rcl} \text{TEN (10) CAMERA SYSTEMS X's } & \frac{\$16,340.00}{\text{(PRICE)}} & = \frac{\$163,400.00}{\text{(TOTAL BID PRICE)}} \end{array}$$

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: WPCS International - Lakewood Operations

DATE: 2/09/10

DATE: 2/09/10

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 #10-01**  
**FURNISH AND INSTALL TEN (10), MORE OR LESS, AUTOMATIC LICENSE**  
**PLATES RECOGNITION (ALPR) SYSTEMS**

BIDDER'S SIGN HERE:

Matthew Hahn  
VP

TITLE:

COMPANY: WPCS International - Lakewood Operations

ADDRESS: 1985 Swarthmore Avenue  
Lakewood, NJ 08701

TELEPHONE: 732-730-9000 FAX: 732-730-9005

**WPCS International Inc-Lakewood**

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

**Billing Address:**    **AcctNo:**    1675

CITY OF CAMDEN  
 ATTN: FINANCE DEPARTMENT  
 ROOM 213 CITY HALL  
 520 MARKET STREET  
 CAMDEN, NJ 08101

**Quote No:****Q13386**

**Date:**                    2/9/2010  
**Prepared for:**        CAPTAIN AL HANDY  
**Terms:**                Net 30 Days  
**Department:**        Data

**Service Address:**

CITY OF CAMDEN  
 ATTN: FINANCE DEPARTMENT  
 ROOM 213 CITY HALL  
 520 MARKET STREET  
 CAMDEN, NJ 08101

**Request:**    *Bid # 10-01 ALPR RFP*

| ItemNo              | Desc                                                                                                                                                                                                                                                                       | Qty   | Price     | Extended   |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|------------|
| SLATE-810-LE-G      | Three Camera Mobile Law Enforcement Package - Includes: 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. MSRP \$16,840.00 | 10.00 | 15,500.00 | 155,000.00 |
| PIPS-SRVC-FE-MOBILE | Field engineering services for one day of on-site installation and configuration of mobile ALPR vehicles and backend BOSS server.                                                                                                                                          | 1.00  | 2,400.00  | 2,400.00   |
| PP-INSTALL-MD       | INSTALLATION OF EQUIPMENT:                                                                                                                                                                                                                                                 | 10.00 | 600.00    | 6,000.00   |

**Sub Total:**                    **163,400.00**  
**Sales Tax:**                    **0.00**

**Total Quoted Amount:            163,400.00**

## Affidavit of Publication

Publisher's Fee \$59.40    Affidavit \$24.75

**State of New Jersey**                      } **SS.**

**Camden County**

Personally appeared

*Sandy Kaimel*

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:

1/22/10

A.D. **2010**

*Sandy Kaimel*

Sworn and subscribed before me, this  
**22 day of January, 2010**

*[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, FEBRUARY 9, 2010 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 #10-01  
FURNISH & INSTALL TEN (10), 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

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

POC #10810  
Date: January 22, 2010  
(1425792)

(\$59.40)

Westchester Fire Insurance Company

A

an ACE Company

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we WPCS INTERNATIONAL - LAKEWOOD OPERATIONS  
as Principal, hereinafter call the Principal, and Westchester Fire Insurance Company, 436 Walnut Street, Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF CAMDEN

City Hall, Room 213, Camden, NJ, 08101

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of the Total Amount Bid (10% of the Total Amount Bid  
not to exceed \$20,000 not to exceed \$20,000.00)  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Bid #10-01; Furnish and Install ten (10), more or less, Automatic License Plates Recognition (ALPR) Systems

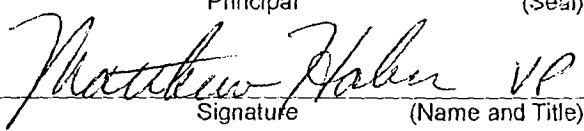
Now, Therefore, If the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and

- A. the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or
- B. in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the penalty hereof, or
- C. in the event that the Obligee accepts the bid of the Principal and does not require a performance or labor and material payment bond to support said contract,

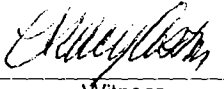
Then this obligation shall be null and void, otherwise to remain in full force and effect.

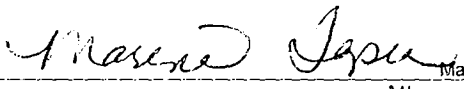
Signed and sealed this 3rd day of February, 2010.

  
Witness

WPCS INTERNATIONAL - LAKEWOOD OPERATIONS  
Principal (Seal)  
  
Signature (Name and Title)

Westchester Fire Insurance Company  
Surety (Seal)

  
Witness  
Tracy Aston

  
Marina Tapia  
Attorney-in-Fact

000CG005

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

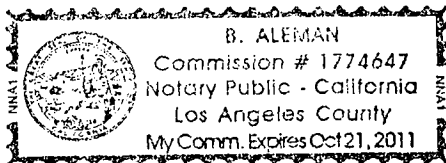
State of California

County of Los Angeles

On FEB 03 2010 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

A handwritten signature in cursive script, appearing to read "B. Aleman", written over a horizontal line.

B. Aleman, Notary Public

(seal)

# Power of Attorney

161156

WESTCHESTER FIRE INSURANCE COMPANY



1288879

**Know all men by these presents:** That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint **E S. ALBRECHT, JR., C K. NAKAMURA, MARIA PENA, LISA L. THORNTON, TOM BRANIGAN, CLARICE LEE, EDWARD C. SPECTOR, MARINA TAPIA, K D. CONRAD, JOYCE HERRIN, SIMONE GERHARD** and **BRENDA WONG** all of the City of Los Angeles, State of California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars (\$25,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said **Stephen M. Haney**, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 13th day of January, 2009



WESTCHESTER FIRE INSURANCE COMPANY

*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 13th day of January, A.D. 2009, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came **Stephen M. Haney**, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
**KAREN E. BRANDT, Notary Public**  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2010

*Karen E. Brandt*

Notary Public

I, the undersigned Assistant Secretary of **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this \_\_\_\_ day of **FEB 03 2010**



*William L. Kelly*

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 13, 2011

- 16550 -



State of New Jersey  
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: MAY 4, 2009

NAIC COMPANY CODE: 21121

THIS IS TO CERTIFY THAT THE **WESTCHESTER FIRE INSURANCE COMPANY OF NEW YORK, NEW YORK**, 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
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE

STEVEN M. GOLDMAN

COMMISSIONER



## WESTCHESTER FIRE INSURANCE COMPANY

## FINANCIAL STATEMENT

DECEMBER 31, 2008

ADMITTED ASSETS

|                                  |    |                        |
|----------------------------------|----|------------------------|
| BONDS                            | \$ | 1,937,961,302          |
| SHORT - TERM INVESTMENTS         |    | 25,152,122             |
| STOCKS                           |    | 119,791,289            |
| REAL ESTATE                      |    | -                      |
| CASH ON HAND AND IN BANK         |    | 124,390,944            |
| PREMIUM IN COURSE OF COLLECTION* |    | 85,054,200             |
| INTEREST ACCRUED                 |    | 18,288,962             |
| OTHER ASSETS                     |    | 250,678,344            |
| TOTAL ASSETS                     |    | <u>\$2,561,317,163</u> |

LIABILITIES

|                                       |    |                      |
|---------------------------------------|----|----------------------|
| RESERVE FOR UNEARNED PREMIUMS         | \$ | 287,073,174          |
| RESERVE FOR LOSSES                    |    | 736,344,728          |
| RESERVE FOR TAXES                     |    | 6,120,207            |
| FUNDS HELD UNDER REINSURANCE TREATIES |    | -                    |
| OTHER LIABILITIES                     |    | 772,244,096          |
| TOTAL LIABILITIES                     |    | <u>1,801,782,205</u> |

|                                           |                        |
|-------------------------------------------|------------------------|
| CAPITAL: SPECIAL SURPLUS                  | 89,536,923             |
| CAPITAL: 928,592 SHARES, \$4.85 PAR VALUE | 4,503,671              |
| CAPITAL: PAID IN                          | 185,200,474            |
| SURPLUS (UNASSIGNED)                      | 480,293,890            |
| SURPLUS TO POLICYHOLDERS                  | 759,534,958            |
| TOTAL                                     | <u>\$2,561,317,163</u> |

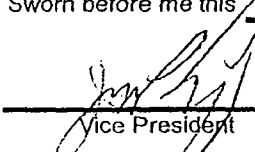
(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2008

Sworn before me this

20<sup>th</sup> day of July 2009
  
 Vice President

  
 Notary Public

August 8, 2011  
 My commission expires

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Diane Wright, Notary Public  
 City of Philadelphia, Philadelphia County  
 My Commission Expires Aug. 8, 2011  
 Member, Pennsylvania Association of Notaries

CONSENT OF SURETY

SURETY AGREEMENT ON PROPOSAL OF  
CITY OF CAMDEN

WPCS INTERNATIONAL - LAKEWOOD OPERATIONS

WESTCHESTER FIRE INSURANCE COMPANY duly authorized to transact business in the State of NJ  
hereby consents and agrees that if the accompanying proposal of WPCS INTERNATIONAL - LAKEWOOD OPERATIONS  
to CITY OF CAMDEN

For Bid #10-01; Furnish and Install ten (10), more or less, Automatic License Plates Recognition (ALPR) Systems  
be accepted and contract awarded to it, the said WESTCHESTER FIRE INSURANCE COMPANY  
will become bound, as Surety, and will execute a performance bond in the amount and form called for by  
CITY OF CAMDEN.

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

Dated this 3rd day of February, 2010.

WESTCHESTER FIRE INSURANCE COMPANY

BY:

Marina Tapia

Marina Tapia, Attorney in Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

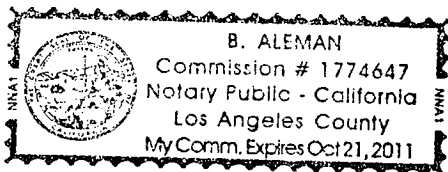
State of California

County of Los Angeles

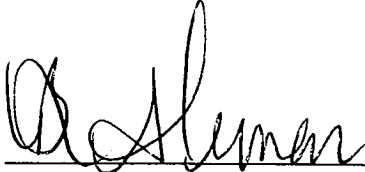
On FEB 03 2010 before me, B. Aleman, Notary Public, personally appeared Marina Tapia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

161156

WESTCHESTER FIRE INSURANCE COMPANY



1288878

**Know all men by these presents:** That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint **E S. ALBRECHT, JR., C K. NAKAMURA, MARIA PENA, LISA L. THORNTON, TOM BRANIGAN, CLARICE LEE, EDWARD C. SPECTOR, MARINA TAPIA, K D. CONRAD, JOYCE HERRIN, SIMONE GERHARD and BRENDA WONG** all of the City of Los Angeles, State of California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars (\$25,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said **Stephen M. Haney**, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 13th day of January 2009



WESTCHESTER FIRE INSURANCE COMPANY

*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 13th day of January, A.D. 2009, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came **Stephen M. Haney**, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
**KAREN E. BRANDT**, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2010

*Karen E. Brandt*

Notary Public

I, the undersigned Assistant Secretary of **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this FEB 03 2010 day of



*William L. Kelly*

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 13, 2011

- 16555 -



State of New Jersey  
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: MAY 4, 2009

NAIC COMPANY CODE: 21121

THIS IS TO CERTIFY THAT THE **WESTCHESTER FIRE INSURANCE COMPANY OF NEW YORK, NEW YORK**, 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
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- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 18 - LIVESTOCK
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE

STEVEN M. GOLDMAN

COMMISSIONER



WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2008

ADMITTED ASSETS

|                                  |    |                        |
|----------------------------------|----|------------------------|
| BONDS                            | \$ | 1,937,961,302          |
| SHORT - TERM INVESTMENTS         |    | 25,152,122             |
| STOCKS                           |    | 119,791,289            |
| REAL ESTATE                      |    | -                      |
| CASH ON HAND AND IN BANK         |    | 124,390,944            |
| PREMIUM IN COURSE OF COLLECTION* |    | 85,054,200             |
| INTEREST ACCRUED                 |    | 18,288,962             |
| OTHER ASSETS                     |    | 250,678,344            |
| TOTAL ASSETS                     |    | <u>\$2,561,317,163</u> |

LIABILITIES

|                                       |    |                      |
|---------------------------------------|----|----------------------|
| RESERVE FOR UNEARNED PREMIUMS         | \$ | 287,073,174          |
| RESERVE FOR LOSSES                    |    | 736,344,728          |
| RESERVE FOR TAXES                     |    | 6,120,207            |
| FUNDS HELD UNDER REINSURANCE TREATIES |    | -                    |
| OTHER LIABILITIES                     |    | 772,244,096          |
| TOTAL LIABILITIES                     |    | <u>1,801,782,205</u> |

|                                           |                        |
|-------------------------------------------|------------------------|
| CAPITAL: SPECIAL SURPLUS                  | 89,536,923             |
| CAPITAL: 928,592 SHARES, \$4.85 PAR VALUE | 4,503,671              |
| CAPITAL: PAID IN                          | 185,200,474            |
| SURPLUS (UNASSIGNED)                      | 480,293,890            |
| SURPLUS TO POLICYHOLDERS                  | <u>759,534,958</u>     |
| TOTAL                                     | <u>\$2,561,317,163</u> |

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

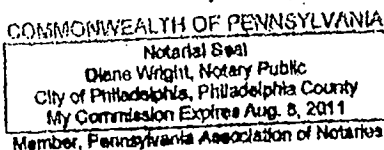
John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2008

Sworn before me this 20<sup>th</sup> day of July 2009

[Signature]  
Vice President

[Signature]  
Notary Public

August 8, 2011  
My commission expires



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**WPCS International Incorporated - Lakewood Operations**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**1985 Swarthmore Avenue, Suite 4**

City, state, and ZIP code

**Lakewood, NJ 08701**

Requester's name and address (optional)

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**22 3400116**

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**2/09/10**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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:

**WPCS International Inc. Lakewood Operations**

Responsible Representative(s):  
Brian Fortier, President

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

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

David J. Socolow, 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.

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 2009 to 15 NOV 2011



WPCS INTERNATIONAL INC.  
1985 SWARTHMORE AVENUE, STE 200  
LAKEWOOD NJ 08701



A handwritten signature in black ink, likely belonging to the State Treasurer.

State Treasurer

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 Department of Community Affairs 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  
07/15/09 TO 07/14/10

This Permit is NOT assignable or transferable

- 16561 -

*Cheryl Felt*

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.

(04-00) B2050-46v

Exhibit "A"

Officers & Directors

Shares

% Ownership

Andrew Hidalgo, Chairman  
608 Perimeter Drive  
Downingtown, PA 19335  
DOB 5/11/1956  
SS# 041-58-1681

210,217

3.00%

James Heinz  
Executive Vice President  
1 West Waters Edge  
Belleville, IL 62221  
DOB 12/23/1959

59,524

.09%

Investors

Special Situations Fund  
527 Madison Avenue  
Suite 2600  
New York, NY 10022

740,819

10.6%