

TOWNSHIP OF NORTH BERGEN  
POLICE DEPARTMENT  
REQUEST FOR PROPOSALS

**ELECTRONIC TICKETING SYSTEM**

SUBMISSION DEADLINE:  
**Friday, February 28, 2014 @ 11:00 a.m**

ADDRESS ALL PROPOSALS TO:  
Suzanne Taylor  
Purchasing Agent  
4233 Kennedy Boulevard  
Room 211  
North Bergen, NJ 07047

## **SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1 Organization Requesting Proposal**

Township of North Bergen – Police Department  
4233 Kennedy Boulevard  
North Bergen, NJ 07047

### **1.2 Contact Person**

Suzanne Taylor  
Purchasing Agent  
4233 Kennedy Boulevard, Room 211  
North Bergen, NJ 070047  
201-392-2040  
staylor@northbergen.org

### **1.3 Procurement Process**

This contract will be awarded as a contract for “proprietary computer hardware and software” using competitive contracting pursuant to N.J.S.A. 40A:11-4.1 *et seq.*

### **1.4 Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Township arising out of, or by reason of, the work done and materials furnished under this contract.

### **1.5 Informational Meeting**

There will not be an informational meeting for this RFP process.

### **1.6 Submission Deadline**

Proposals must be submitted to, and received by the Purchasing Department, via mail or hand delivery, by 11:00 am prevailing time on Friday, February 28, 2014. Proposals will not be accepted by facsimile transmission or e-mail.

### **1.7 Opening of Proposals**

Proposals shall be opened in public at 11:00 am prevailing time on Friday, February 28, 2014 in the Chambers Room, located at 4233 Kennedy Boulevard, North Bergen, NJ.

### **1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposals (RFP):

“Township” – refers to the Township of North Bergen

“RFP” – refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” - refers to the interested persons and/or firm(s) that submit a Proposal.

“Vendor” or “Vendors” – refers to the interested persons and/or firm(s) that submit a Proposal.

### **1.9 Submission Address**

All proposals should be sent to:

Suzanne Taylor  
Purchasing Agent  
Township of North Bergen  
4233 Kennedy Boulevard, Room 211  
North Bergen, NJ 07047

## **SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction and Purpose**

The Township of North Bergen is seeking proposals from qualified Vendors for electronic ticketing services as described herein.

### **2.2 Competitive Contracting**

This contract will be awarded as a contract for “proprietary computer hardware and software” using competitive contracting pursuant to N.J.S.A. 40A:11-4.1 *et seq.*

The Township has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

### **2.3 Evaluation Committee**

Proposals will be reviewed and evaluated by the Township’s Business Administrator, Chief Financial Officer, Purchasing Agent and members of the North Bergen Police Department. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

## 2.4 Procurement Schedule

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The Township reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<u>Activity</u>	<u>Date</u>
1. Issuance of Request for Proposals	Tuesday, February 18, 2014
2. Receipt of Proposals	Friday, February 28, 2014
3. Completion of Evaluation of Proposals	Wednesday, March 5, 2014
4. Award of Contract	Wednesday, March 12, 2014

## 2.5 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the Township may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Township and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the Township's contact person, in writing, via fax, or via e-mail. All addenda and responses will be posted to the Township website at [www.northbergen.org](http://www.northbergen.org)

Subsequent to the issuance of this RFP, the Township (through the issuance of addenda) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Township.

## 2.6 Rights of the Township

The Township reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the Township deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Township may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

## **2.7 Cost of Proposal Preparation**

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Township, its officers, officials or employees for reimbursement for payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **2.8 Proposal Evaluation**

Proposals will be evaluated by the Township's Business Administrator, Chief Financial Officer, Purchasing Agent and members of the North Bergen Police Department, based on the specific criteria detailed in Section 6.

## **2.9 Written Proposal**

Prospective Vendors must submit a written proposal in a format specified by the Township. The required format is detailed in Section 3.

## **2.10 Oral Presentation**

There will be no oral presentation for this project.

## **2.11 Additional Requirements**

Vendor is required to comply with requirements of P.L. 1975, c.127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules. A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

## **2.12 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All proposals shall become the property of the Township and will not be returned.
- All proposals will become public information at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with the law.

### **2.13 Open Public Records Act (OPRA) and Proprietary Information**

Although item 2.12 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for “Trade secrets and proprietary commercial or financial information obtained from any source” and “Information which, if disclosed, would give an advantage to competitors or bidders”. Therefore prospective respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the Township for evaluation. The second version should contain redactions of legitimate “trade secrets and proprietary commercial or financial information” and/or “information which...would give an advantage to competitors or bidders”. This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

## **SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the Township fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain addition or deletions from requested information, or contain errors may be rejected.

### **3.1 Mandatory Content**

Each proposal submitted shall contain the 10 sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Project Plan
- Key Dates & Deliverables
- The Township of North Bergen Responsibilities/Assumptions
- Staffing
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

#### **3.1.1 Title Page**

The proposal shall include a title page, which identifies the project; the Vendor's firm, name of the Vendor's primary contact, address, telephone number, fax number and email address.

### **3.1.2 Table of Contents**

The Vendor's proposal shall include a Table of Contents, which lists the titles and page numbers for each major topic and sub topic contained in the proposal.

### **3.1.3 Executive Summary**

This section should include a summary of the key points and highlights of the Vendor's response and should discuss the pricing contained in the proposal.

### **3.1.4 Background**

In this section of the proposal, the Vendor should review its understanding of the business drivers behind the Township's strategy.

### **3.1.5 Project Plan**

A general discussion of the approach the Vendor is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced to deliverables in the work plan.

Vendor should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

Additionally, the project plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The Township realizes that each Vendor brings its own methodology and work plan.

### **3.1.6 Key Dates & Deliverables**

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the Township should expect to see and/or receive on the associated date should be described and/or presented as examples.

### **3.1.7 North Bergen Responsibilities/Assumptions**

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor is expecting of the Township throughout the life of this project, as well as any assumptions being made relating to any part of the proposal or project strategy.

### **3.1.8 Staffing**

A discussion of the project team that will be utilized should be contained in this section. The Township requests that as part of the discussion here, the Vendor state exactly the role the proposed Vendor team member will assume on each phase and detail the qualifications for the role that the team member possesses.

### **3.1.9 Timing and Fees**

In this section, please describe the timing and associated fees the Vendor is proposing for the implementation. Vendors should be sure to include all expenses associated with delivery, in addition to professional fees. If this section is not included or is incomplete, the proposal may be rejected as unresponsive.

Pricing for the system shall be a combination of an up-front charge (not to exceed \$25,000.00) plus a per ticket charge based on actual tickets issued. Contracted up-front charge shall be payable upon acceptance of the installed system.

Per ticket charges shall be billed quarterly.

Proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

The Township requires that the full implementation be completed within 60 days of contract award.

### **3.1.10 Appendices/Other**

This section should include at a minimum: Vendor qualifications, references and resumes.

If Vendor feels that other materials are necessary (such as promotional literature, white papers, etc.) they should provide them in a separate document clearly labeled "Additional Material". Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

Finally, any out of scope services not covered in other sections should be included here. A description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) must be provided.

### **3.2 Required Forms**

Section 9 contains forms which are required to be submitted with each proposal. These forms are administrative in nature and for the most part, self-explanatory.

Proposals must address all information requested in this RFP. Proposals which in the judgment of the Township fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors may be rejected.

#### **SECTION 4: SCOPE OF SERVICES**

The Township of North Bergen Police Department is seeking to obtain an Electronic Ticketing (E-Ticket) system. The total number of e-ticket systems shall consist of 20 police E-Ticket ready vehicles, properly equipped with printers, docks, port replicators, and all associated hardware as well as 10 mobile data computers, configured with the appropriate software and licensing to be used in the aforementioned E-ticket ready outfitted vehicles. The Department expects to write approximately 12,000 tickets annually. This contract will be awarded for a period of three (3) years.

#### **SECTION 5: TECHNICAL REQUIREMENTS**

##### **5.1 General**

Proposed application must meet or exceed the technical requirements listed below.

##### **5.2 Operational**

- Vendor's proposed E-Ticket system must be approved by the New Jersey Administrative Office of the Courts (AOC), and conform to all the requirements established in the E-Ticketing Client Application Implementation Guide published by New Jersey Office of Administrative Court (AOC)
- AOC approval must be documented as part of the proposal package
- Vendor shall enclose with the proposal packet technical data and detailed specifications on all hardware and software being proposed for this installation. Vendor's proposed E-Ticket system must be compatible with Police Department's information technology (IT) infrastructure. Mobile computers shall be provided by the Township.
- Vendor shall be responsible for ensuring the proposed system functions on existing IT hardware.
- Annual maintenance must cover both software and hardware items up to and including replacement and re-installation. Maintenance must also cover all upgrades while maintenance is up to date. Vendor shall supply a detailed maintenance agreement.
- Vendor's proposed E-Ticket system must be able to perform an auto populate from NJMVC and NCIC lookups from the existing Info-Cop software.
- Electronic Ticket system must capture officer notes in E-Ticket application and officer must be able to retrieve the notes through a web browser based application along with images of the electronic tickets
- Vendor's proposed E-Ticket solution must not require the Township of North Bergen to install or maintain any addition internal network server infrastructure
- Vendor's proposed E-Ticket solution must be able to share data with other police agencies on the same system
- Vendor's proposed E-Ticket system must provide detailed statistical reporting of all E-Tickets issued. Reporting statistics must be provided through Microsoft Excel with associated graphs and charts. Reports must be customizable to the needs of the North Bergen Police Department.

- Access to customizable statistical reports through a designated website with associated graphs and charts in addition to Microsoft Excel is highly desirable.
- Vendor's proposed E-Ticket system data must be able to be exported daily issued ticket data in CSV or XML format manually and through a web service.
- Vendor shall update any and all citation requirements or assist in doing so.
- Vendor shall supply their company's equipment return policy.

### **5.3 Turnkey Solution**

Vendor will be responsible to provide a turnkey application including all hardware, printers, software, paper, supplies, installation, all licensing and training onsite to the North Bergen Police Department for the contracted period at no additional cost.

Hardware Requirements include total initial number of vehicles to be deployed with E-Ticketing of 20 vehicles, 20 mobile printers, 10 mobile data computers and all corresponding mounting and docking hardware.

### **5.4 Ongoing Support and Warranty**

Vendor will be responsible to provide all onsite warranty 24x7x365 days a year with a 4 hour response time for proposed E-Ticket solution for the contracted period at no additional cost.

### **5.5 Supplies**

Police vehicle installed printers must be with an automatic paper cutter and paper rolls must be able to print at a minimum of 200 continuous tickets per roll. Installed vehicle printers must be installed with an approved mount supplied and installed onsite by the Vendor at no additional cost to the North Bergen Police Department. All printers' repairs and warranty will be the responsibility of the Vendor at no additional cost.

## **SECTION 6: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

### **6.1 Number of Copies**

One version (unredacted per section 2.13) with original authorized signatures. Two additional copies of unredacted version. One copy of redacted version per section 2.13.

### **6.2 Proposal Media**

Proposals forwarded by facsimile or e-mail will not be accepted.

### **6.3 Proposal Format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Vendors adhere to the required response format. The Township requires a standard format for all proposals submitted to ensure that clear, concise and

complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 3.

The Township is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the Township at its option may either request clarification or may consider the information unresponsive.

**6.4 Proposal Length**

The exact presentation and layout format of proposals is up to the discretion of the Vendor.

**6.5 Submission Deadline**

Proposals must be received by the Township no later than 11:00 am prevailing time on Friday, February 28, 2014, and must be mailed or hand delivered.

**SECTION 7: PROPOSAL EVALUATION**

The Township's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of North Bergen. The Township will consider Proposals only from Respondent's that, in the Township's sole judgment have demonstrated the capability and willingness to provide high quality services to the citizens of the Township in the manner described in this RFP.

**7.1 Evaluation Methodology**

Proposals will be evaluated by a committee appointed consisting of the Township's Business Administrator, Chief Financial Officer, Purchasing Agent and members of the North Bergen Police Department. Evaluators will score the written proposals and rank the Vendors.

**7.2 Written Response Evaluation**

There will be seven (7) broad criteria by which proposals will be evaluated as indicated below.

**a. Required Format:**

The committee will determine the extent to which the proposal includes the required section (Title page, Table of Contents, etc.)

**b. Technical Requirements:**

The committee will determine the extent to which the proposed software solution meets the goals as described in Section 5: Technical Requirements

**c. Project Methodology:**

The committee will determine the extent to which the proposed methodology meets the goals as described in this RFP. The degree to which specific activities and milestones are described will also be evaluated.

- Meet the objectives of the project
- Activity/Milestone identification

**d. Timeliness of Proposed Methodology:**

It is not the Township's desire to engage in an unnecessarily extended process. Vendors should be assured that the Township team members will give their respective projects top priority over all other existing efforts. As a result, proposals featuring well-defined and aggressive time frames for completion will be viewed more favorably.

The Township requires that full implementation be completed within 60 days of contract award.

**e. Prior Experience with Similar Projects:**

The Township does not wish to overly educate its Vendors as to the workings (both operational and statutory) of municipal government. As a result, proposals which include documentation (including references) of successful projects in municipalities will be viewed more favorably. This section should include client references (including contact information) and details of project size. Vendors should have a minimum of 25 verifiable installations at various municipal agencies.

**f. Personnel Assigned:**

Resumes of Vendor personnel will be scrutinized to ensure adequate experience and credentials. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.

**g. Cost:**

The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the Township. Proposals should provide detailed breakdowns on the cost components, including out-of-scope services which are not covered in the main sections of the document.

- Detailed breakdown provided which includes a combination of an up-front charge plus a per ticket charge based on actual tickets issues

- Pricing appropriate to project

### **7.3 Final Evaluation and Report of Committee**

Based on the written response, each evaluator will rank the finalists. The Vendor whose proposal is ranked the highest among the greatest number of evaluators will be selected for the project.

The Committee will prepare a report listing the names of all Vendors who submitted proposals, summarizing each proposal, ranking Vendors in order of evaluation, and recommending the selection of a Vendor, indicating the reasons why the Vendor was selected and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the contract.

### **7.4 Contract Award**

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* (Competitive Contracting Law and Regulations). The Township Commissioners will vote to accept the proposal of a Vendor within 60 days of the receipt of proposals, except that the proposals of any Vendor, who consent thereto, may, at the request of the Township, be held for consideration for such longer periods as may be agreed.

## **SECTION 8: GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

### **8.1 Township's Right to Reject**

The Township reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items, or services in the Proposal should it be deemed in the best interest of the Township.

### **8.2 Original/Authorized Signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so.

### **8.3 Delivery of Proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of the mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

### **8.4 Affirmative Action Requirements**

Vendors are required to comply with the provisions of N.J.S.A. 10:5-36 and N.J.A.C. 17:27 *et seq.* No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language

for Goods, Professional Services and General Service Contract, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- h. A photo copy of a valid letter that the contractor is operating under an existing Federally approved sanctioned affirmative action programs (good for one year from the date of the letter); or
- i. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- j. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

#### **8.5 Business Registration Certificate**

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

Vendors are required to comply with the requirements of P.L. 2004, C. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

#### **8.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, The Township's decision shall be final and conclusive.

#### **8.7 Indemnification**

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the Township against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the Township from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

#### **8.8 Insurance Requirements**

The Vendor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided to the Township when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

#### **8.9 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party. Notwithstanding the foregoing, the Township reserves the right to cancel the contract at its convenience by providing 30 days written notice to the Vendor.

**SECTION 9: REQUIRED ADMINISTRATIVE FORMS**

**Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing’s review.**

Project: Electronic Ticketing System

Respondent: \_\_\_\_\_

**RESPONDENT’S CHECKLIST**

<b>ITEM</b>	<b>Respondent Initials</b>
Form of Proposal	
Stockholder Disclosure Certification	
Non-Collusion Affidavit (Notarized) N.J.S.A. 52:34-15	
Bidder’s Affidavit	
Acknowledgement of receipt of addenda	
Affirmative Action Compliance Notice & Evidence	
Disclosure of Investment Activities in Iran	
Business Registration Certificate (Must possess certificate at time of RFP opening)	
“No Officer or Employee to be Interested in Contracts” Form	
Hold Harmless Agreement	
Americans with Disabilities Act of 1990 Language	

**FORM OF PROPOSAL**

**Township of North Bergen – Police Department**

We, the undersigned company, agree to furnish to the Township of North Bergen, an e-ticketing system for the North Bergen Police Department for the prices as indicated below under the different pricing options for a contract period of three (3) years:

Upfront Cost:	\$ _____ (in numbers)	\$ _____ (in words)
Per ticket cost for 1 <sup>st</sup> 12,000 tickets	\$ _____ (in numbers)	\$ _____ (in words)
Per ticket cost for excess tickets (over 12,000)	\$ _____ (in numbers)	\$ _____ (in words)

If there are any out-of scope services which are not covered in the main scope of services, please indicate here and attach a detailed list with prices: \_\_\_\_\_

In addition, the undersigned has read the technical specifications which are attached and made a part hereof, and agrees to furnish such service in the manner as indicated in the technical specifications.

Authorized Signature of Bidder: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_

Fax # \_\_\_\_\_

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**

This Statement Shall Be Included with Bid Submission  
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

**Legal Name of Business:** \_\_\_\_\_

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock or if a partnership a 10% or greater interest of the undersigned.
  
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock or if a partnership no one partner owns 10% or more of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership Partnership
- Limited Liability Corporation
- Limited Liability
- Subchapter S Corporation
- Other: \_\_\_\_\_

Sign and notarize the form below, and, if necessary, complete the stockholders/partners list below:

Stockholders/Partners:

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2\_\_\_\_\_. (Affiant)  
(Notary Public)

\_\_\_\_\_  
My Commission expires: (Print name & title of affiant)  
(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_,  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_,  
(title of bid proposal)

and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of North Bergen relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said 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 \_\_\_\_\_.  
(name of contractor)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Signature of Notary Public

My Commission expires \_\_\_\_\_

(Seal)

**BIDDER'S AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he  
resides at \_\_\_\_\_

and that he is the \_\_\_\_\_  
(Give Title)

of \_\_\_\_\_  
(Name of Organization)

who signed the above Proposal or Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest in compliance with N.J.S.A. 52:25-24.2 (P.L. 1977 c.33).

\_\_\_\_\_  
Affiant

Subscribed and Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

My commission expires: \_\_\_\_\_  
(Date)

**TOWNSHIP OF NORTH BERGEN  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

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

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All goods, professional service and general service contracts are required to submit evidence of appropriate affirmative action compliance to the Township of North Bergen and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of North Bergen, prior to the execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township of North Bergen and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?**                      Yes  No   
**If yes, please submit a copy of such approval.**

**-OR-**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C 17:27-4 or 4.3 The vendor must provide a copy of the Certificate to the Township of North Bergen as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificate must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**                      Yes  No

**If yes, please submit a copy of such certificate.**

**-OR-**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township of North Bergen. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(REVISED 4/10)

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

Township of North Bergen  
 Division of Purchasing  
 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: \_\_\_\_\_  
 Respondent: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of North Bergen under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one if its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PHOTOCOPY THIS FORM.**

Name _____	Relationship _____	to
Bidder/Offeror _____		
Description _____	of _____	Activities _____
_____		
_____		
Duration of Engagement _____	Anticipated _____	Cessation _____
_____		
Bidder/Offeror Contact Name _____	Contact _____	Phone _____
_____		
Number _____		

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**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of North Bergen is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of North Bergen and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name(Print): \_\_\_\_\_  
Signature: \_\_\_\_\_

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



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P.O. BOX 039  
TRENTON, NJ 08625-0039

Telephone (609) 292-4886 / Facsimile (609) 984-2575

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to Pi. 2012, c. 25 ("Chapter 25"):

1. Bank Markazi Iran (Central Bank of Iran)
2. Bank Mellat
3. Bank Melli Iran
4. Bank Tejarat
5. National Iranian Tanker Company (NITC)
6. Sameh Afzar Tajak Company (SATCO)
7. Amona
8. Bank Saderat PLC
9. Bank Sepah
10. Belaz
11. Beinefkhim (Belarusneft)
12. Bharat Petroleum Corporation Ltd.
13. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
14. China National Offshore Oil Corporation (CNOOC)
15. China National Petroleum Corporation (CNPC)
16. China National United Oil Corporation (ChinaOH)
17. China Petroleum & Chemical Corporation (Sinopec)
18. China Precision Machinery Import-Export Corp. (CPMIEC)
19. Emirates National Oil Company
20. Grimley Smith Associates
21. Indian Oil Corporation
22. Industrija Nafte (INA)
23. Kingdream PLC
24. Liquefied Natural Gas Limited
25. Maire Tecnimont SpA
26. Naftiran Intratrade Company (NICO)
27. Oil and Natural Gas Corporation (ONGC)
28. Oil India Limited
29. Panyu Chu Kong Steel Pipe Company, Ltd.
30. Persia International Bank
31. PetroChina Company, Ltd.
32. Petroleos de Venezuela (PDVSA Petroleo, SA)
33. Schwing America Inc.
34. Shandong FIN CNC Machine Company, Ltd.
35. Shanghai Sunry Petroleum Equipment Company, Ltd.
36. Sinohydro
37. SK Energy
38. SKS Ventures
39. Som Petrol AS
40. Sonangol
41. Zhuhai Zhenrong Company

**List Date: January 28, 2013**

## NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS:

### A. Goods and Services Contracts:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**NO OFFICER OR EMPLOYEE TO BE INTERESTED IN CONTRACTS**

Please take notice that N.J.S. 40:73-2 provides as follows:

“NO OFFICER OR EMPLOYEE, ELECTED OR APPOINTED IN ANY SUCH MUNICIPALITY SHALL BE INTERESTED, DIRECTLY OR INDIRECTLY, IN ANY CONTRACT OR JOB FOR WORK OR MATERIALS, OR THE PROFITS THEREOF, OR SERVICES TO BE FURNISHED OR PERFORMED FOR THE MUNICIPALITY, AND NO SUCH OFFICER OR EMPLOYEE SHALL BE INTERESTED, DIRECTLY OR INDIRECTLY, IN ANY SUCH CONTRACT OR JOB FOR WORK OR MATERIALS OR THE PROFITS THEREOF, OR SERVICES TO BE FURNISHED OR PERFORMED, FOR ANY PERSON OPERATING INTERURBAN RAILWAY, STREET RAILWAY, GAS WORKS, WATERWORKS, ELECTRIC LIGHT OR POWER PLANT, HEATING PLANT, TELEGRAPH LINE, TELEPHONE EXCHANGE OR OTHER PUBLIC UTILITY WITHIN THE TERRITORIAL LIMITS OF THE MUNICIPALITY.”

The undersigned, duly sworn upon his oath deposes and says that no officer or employee of the Township of North Bergen either elected or appointed has, or will have, any interest, direct or indirect, in this contract or in the profits of this contract should it be awarded to the bidder.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

(Seal) Notary Public of New Jersey

## HOLD HARMLESS AGREEMENT

BETWEEN THE **Township of North Bergen**

AND

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address (Not Post Office Box)

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

\_\_\_\_\_  
Organization Type (Individual, Partnership, Corporation, etc.)

The bidder awarded the contract under the bid specifications shall indemnify and hold harmless the Township of North Bergen, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the bidder, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to these specifications or the failure of the bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The bidder further agrees that this indemnification by the bidder shall continue after completion of the contract for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees resulting from actions or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion of the contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ as

the binding act in deed of

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Witness

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

The contractor and the Township of North Bergen (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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 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 proceeding 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.

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Print Name

---

Signature

---

Company Name

---

Date