

AGREEMENT

THIS AGREEMENT, made this 19th day of September, 2023, by and between:

TOWNSHIP OF WEST ORANGE, A Municipal
Corporation with offices at the Municipal Building,
66 MainStreet,
West Orange, NJ
07052 (Hereinafter,
"Owner") and:

(Hereinafter, "Contractor")

WHEREAS, the Township did advertise for bids for Body Worn Cameras and Data Storage be utilized by the Township of West Orange Police Department which includes all work specified herein and all other items identified on the contract documents listed below; and

- Notice to Bidders
- Section A: Instructions to Bidders
- Section B: Proposal Pages and Bid Documents
- Section C: Technical Specifications and General Notes
- Section D: Agreement

WHEREAS, _____ did submit the lowest responsible bid to the Owner for said Body Worn Cameras and Data Storage; and

WHEREAS, the Owner did accept the lowest responsible bid submitted by the Contractor; and

NOW, THEREFORE, the Contractor for and in consideration of the payment as hereafter set forth by the Owner to the Contractor, covenants and agrees as follows:

1. The Contractor agrees supply the Township with the said Body Worn Cameras and Data Storage as specified and as required and indicated in strict conformance with the contract

documents, namely: bidding information and specifications including but not limited to the legal notice, instructions to bidders; proposal pages and required bid documents; technical specifications; general information for bids; general requirements; proposal form; appendix; and all other documents and agreements attached thereto or incorporated therein by reference; and this contract.

2. The Contractor shall deliver said products, equipment and services in accordance with the Technical Specifications after the issuance of a Purchase Order by the Owner. In the event the Contractor shall fail to deliver the cameras and service in accordance with the contract documents, the Contractor shall pay to the Owner any additional expenses incurred by the Township in order to continue with the proper supply of the cameras.

3. The Contractor shall, at the Contractor's own cost and expense, provide all the products, materials, equipment, and services necessary for the full and complete performance of the work in accordance with the terms hereof and all regulations of every kind and character governing said work. The Contractor shall also comply with all applicable Federal, State and Municipal laws, codes and regulations both as to the work and materials and as to the safety of persons and property. The Owner shall in no way be answerable or accountable for any loss or damage that may occur or happen to the work or any of the materials or things used in the work.

4. Neither the Owner nor the Contractor may vary, alter, deviate from or amend this Contract or Contract Documents, nor shall there be any variations, alterations, deviations, deletions or extra work done, unless the same shall have been first specifically agreed upon in writing signed by them. Should the Owner request any variations, alterations, deviations, deletions or extra work, the Owner shall be at liberty to do so without otherwise affecting this Contract, but the cost and expense thereof shall be added to or deducted from, as the case may be, the moneys due hereunder as set forth within the Agreement. No payment shall be made or due to the Contractor in the event the Contractor performs any work not contemplated by the contract documents without first having obtained written authorization by a duly authorized representative of the Owner.

5. The Contractor shall, at the Contractor's cost and expense, obtain and maintain insurance as set forth and required by the bid documents, namely Section G of the Instructions to Bidders, and submit same to the Owner before work is commenced under this Contract.

6. The Contractor shall continuously maintain adequate protection of the equipment, products, materials and the property from injury or loss by reason of the Contractor's operations hereunder and shall make good and replace any such damage or loss and shall take proper, adequate and necessary precautions for the safety of the public; and at the completion of the work and before being entitled to the final payment of any moneys which may be due hereunder, shall remove all waste, rubbish, tools, equipment, scaffolding and surplus materials from the premises.

7. The Contractor shall indemnify, defend, and hold harmless the Municipality, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees, from and against any and all liability arising out of the work, whether such liability is direct or vicarious, resulting in injury, death or property damage to any person or entity. Contractor further agrees to indemnify and defend any all indemnities for their own negligence, regardless of whether such negligence is responsible wholly or in part for the damages suffered. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

8. The Contractor shall obtain all permits or approvals required by the municipality, governmental agency or public authority having jurisdiction thereof, or as may be necessary or required under any law, ordinance or regulations for the work called for hereunder. The Contractor agrees to conform with all statutory and municipal laws and regulations affecting the said work and services and/or any public buildings, lands or properties upon which the work/services is being done.

Notwithstanding anything to the contrary set forth herein or in the specifications, it is understood and agreed that the project to be performed pursuant to this contract will be financed by the Township of West Orange.

Therefore, the Contractor agrees to and shall comply with all requirements of all State and Federal Statutes and rules and regulations promulgated by any State and Federal agency having jurisdiction thereof in the performance of the Contract, and same are incorporated by reference herein as though set forth at length herein. Further, all Statutes of the State of New Jersey and all rules and regulations of all agencies thereof covering contracts by municipalities are incorporated herein by reference as if set forth in full, and the Contractor agrees to and shall comply with all requirements thereof in the performance of this Contract.

9. All deliveries shall be completed in a good and workmanlike manner according to standard and accepted industry practices and in compliance with all statutory authority and specifications.

10. The Contract Documents are intended to provide for everything reasonably necessary for the Contractor to properly furnish and deliver the specified goods and services in strict accordance with the Contract.

A. By submission of Bid and entry into this Contract, the Contractor is representing that it is familiar and experienced with this type of goods or services, has meticulously inspected and reviewed the Contract Documents in their entirety, and expressly represents to the Owner that the Contract Documents are complete and contain all of the information necessary for the Contractor to furnish and deliver the specified goods and services in strict accordance with the terms of the Contract.

B. Should any error, omission or discrepancy appear or should any doubt exist, or any dispute arise as to the true intent and meaning of the Contract Documents, or should any portion thereof be obscure, ambiguous or capable of more than one interpretation, the Contractor shall immediately notify the Owner and seek correction or interpretation thereof prior to commencement.

C. The Owner will issue a reasonably prompt response which shall be considered final and the Contractor must proceed with said decision so as not to delay, slow down or impede performance of the Contract in anyway.

D. The Contractor shall make no claim against the Owner for expenses incurred or damages sustained on account of any error, omission or discrepancy or conflict or ambiguity in the Contract Documents unless and only to the extent the Contractor previously submitted a written request for interpretation, clarification or correction within the time and manner provided by the contract documents prior to the opening of Bids. Such claim shall only be recognized by the Owner if the matter raised by the written request has not been addressed by the Owner through the issuance of an

Addendum or clarification addressing, interpreting and/or correcting such error, discrepancy, omission or conflict.

E. The Contractor shall abide by and comply with the true intent and meaning of Contract Documents taken as a whole, and shall not avail itself of any unintentional error or omission, should any exist.

F. Each and every provision required by law to be inserted in the Contract Documents shall be deemed to have been inserted herein. If any such provision has been omitted or has not been correctly inserted, then upon application of either Party, the Contract shall be physically amended to provide for such insertion or correction.

11. The Contractor has the duty to do the following: To thoroughly examine and become familiar with all the Contract Documents, including, but not limited to the complete set of specifications, to carefully investigate and determine the nature and requirements of the goods and services, and all matters which may in any way affect performance of compliance with the specifications and/or the terms and conditions of the Contract Documents. The Contractor is responsible to check and verify the technical specifications, measurements, dimensions and other information to determine whether any conflict exists with the goods and/or services the Contractor is required to procure under this Contract. As a result of such examination and investigation, the Contractor warrants and represents (1) his/her full understanding of the intent and purposes of the Contract Documents; (2) the Contractor's obligations thereunder; and (3) that the Contractor accepts responsibility for, and is prepared to execute and fulfill completely, the intent of the Contract, without exception and without reservation, at the price specified in the Contract. The Contractor shall immediately report any conflicts prior to the Bid due date or waive any claim for additional compensation arising from such conflict.

12. No waiver, consent, modification, amendment, "change order" or change of terms of this Contract or the Contract Documents shall bind either party unless made in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be made on the prescribed Change Order Form and shall be effective only in the specific instance and for the specific purpose set forth therein.

13. The failure of the Owner to insist in any one or more instances upon strict compliance with any provision of the Contract or the Contract Documents, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the right of the Owner thereafter to require a compliance with such provision of the Contract, or a waiver of the right of the Owner thereafter to exercise such option, and such provision or option, including, but not limited to, the right to strictly enforce the time of delivery specified in the contract documents, delivery requirements, demand correction, completion or replacement of goods and services previously certified and approved, disclosure of information and records reflecting goods, materials and equipment furnished or persons paid for work and payments made to subcontractors, insist on the production of certain information, records and submittals with respect to goods, materials, equipment, installation products and matters pertaining to the Contract, liquidated damages, permits or other approvals, miscalculations or inaccuracies, shall remain in full force and effect, unless otherwise expressly agreed in writing.

14. Notices: All notices required under the terms of this Contract shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the

address of the parties as shown at the head of this Contract, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

15. The Township Police Chief or his duly authorized representative shall have full supervisory power over all operations of the Contractor in the performance of any and all obligations arising out of this Contract.

16. The parties agree that this is a New Jersey agreement. Any action instituted in the matter shall be submitted to the Superior Court of New Jersey, Essex County.

17. This Contract and the Contract Documents constitute the Entire Agreement between the Parties. No waiver, consent, modification, amendment or change of terms of this Contract shall bind either party unless set forth in writing and signed by both Parties. Such waiver, consent, modification, amendment or change, if made, shall be made on a form approved by the Owner and shall be effective only in the specific instance and for the specific purpose given. This Contract represents the full and final agreement of the Parties and may not be contradicted, explained or supplemented by any outside written, or oral, understandings, agreements, representations, waivers or the like.

18. If any term, condition or provision of this Contract, the Contract Documents or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid, illegal, unconscionable or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which this Contract is invalid, illegal, unconscionable or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Contractor for the Owner.

19. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Contract.

20. The Contractor shall not assign or transfer any rights or responsibilities under this Contract without the prior express written consent of the Owner. Any attempted assignment without the express written consent of the Owner shall be void and unenforceable.

21. If at any time, there shall be evidence of any lien or claim pertaining to goods or services furnished or provided under the Contract for which, if established, the Owner or its employees or agents might become liable, or the goods, services or other tangible goods or property might be encumbered, or which should, in any event, be charged to the Contractor, or should any lien, demand, claim, suit or encumbrance be placed or filed by any person or entity employed by or claiming to be employed through the Contractor, at any tier, Contractor shall have such lien, demand, claims suit or encumbrance satisfied, removed, withdrawn or discharged to satisfaction of the Owner within ten (10) days of notification. The Owner shall have the right to retain, out of any payment due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner and legal fees and costs, and to apply the same in such manner as the Owner deems proper to secure protection and/or satisfy or discharge all such claims or liens.

22. The Owner has the option, in its sole discretion, to reduce the scope of performance for any deliverable, task or subtask called for under this Contract. In such an event, the Owner shall provide to the Contractor advance written notice of the change.

23. The Owner promises and agrees to pay or cause to be paid to the Contractor, as set forth in the contract documents, upon compliance by the Contractor with the terms and conditions of this contract in the manner stated in the contract documents at the unit prices indicated below:

Police Department Body Worn Cameras and In-Car Camera Audio/Video Recording System, Related Services and Three (3) Year Hosting Support

\$ _____

ATTEST:

TOWNSHIP OF WEST ORANGE

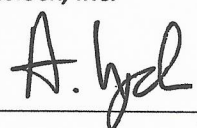
By: _____ Date: _____

Karen Carnevale, Municipal Clerk

Susan McCartney, Mayor

ATTEST:

Lenslock, Inc.

 _____
By:  _____ Date: 9.11.2023

Tony Deluca, Controller

Andrew Lynch, Executive Vice President