

This Invitation to Bid (ITB) is issued on behalf of the Borough of Milton ("Borough"). It shall be the purpose and intent of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible for furnishing and installing a video surveillance system pursuant to the specifications set forth in the ITB package ("Video Surveillance System") as set forth in the Specifications to the Borough through sealed bids.

The Borough is seeking to identify and select one (1) Bidder to perform the work as listed below. The selected Bidder shall perform work in accordance with the Specifications and the ITB. However, the Borough reserves the right to award multiple contracts in any combination that best serves the interest of the Borough.

The Milton Borough Council ("Council") reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Borough.

The Borough assumes no responsibility for a bid's errors, omissions or misinterpretations resulting from a Bidder's use of an incomplete ITB package. Bidders are advised to contact the Borough Office to provide his/her company's name, address, telephone number, fax number and contact name. This will ensure the Bidder will receive all communication regarding the ITB such as addenda and clarifications.

Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the ITB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

The Borough shall not be responsible for any costs associated with the preparation or submittal of any bid. All costs are entirely the responsibility of the Bidder.

The Bidder warrants the bid price(s), terms and conditions stated in his/her bid shall be firm for a period of 60 days from the date of the bid opening.

Bids must be enclosed in a sealed envelope or package. The outside of the envelope or package shall be clearly marked, "Video Surveillance System." Bids shall be submitted to the Borough Office, Attn: Jessie Novinger, 2 Filbert St. Milton, PA 17847, no later than 10:00AM EST August 11, 2025, bid opening at 11:00AM in Borough Council Chambers. Late bids shall not be accepted. Bids must be mailed or hand-delivered. Bids delivered by fax or electronic means are not acceptable and will not be considered.

All Bids must be submitted on the forms provided by the Borough and in accordance with the requirements and instructions contained in the ITB package.

The Borough may waive minor informalities or irregularities in the bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Bidders. Minor irregularities are defined as those that will not have an adverse effect on the Borough's interest and will not affect the price of the bid by giving a Bidder an advantage of benefits not enjoyed by other Bidders.

All Bidders should be aware that the Borough is an agency subject to the Right-to-Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded.

By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Pennsylvania or any Federal department or agency.

A Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this ITB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this ITB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this ITB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

After the bid opening, Bidders may be required to present suitable evidence of his/her financial standing within three (3) business days after request by the Borough. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

The Borough requires that a Non-collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. §4501 et seq.

This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each

party. The term “complementary bid” as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file a Non-Collusion Affidavit in compliance with these instructions may result in disqualification of the bid.

Bids must be accompanied by bid security in the form of a Certified Check, Cashier’s Check, or Surety Bond in the amount of TEN PERCENT (10%) of the total amount of the bid. The Bidder’s name and business address is required to be labeled on the check and/or bond for identification purposes. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Any Cashier’s Check submitted must be drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania. Surety bonds must be furnished using the form provided herein or a replication of this form by your surety company. Such bid security shall be a guarantee the Bidder will fully and faithfully comply with all of the terms and conditions of the bid and will enter into a formal written contract and is to become the property of the Borough as just and liquidated damages in the event that the Borough incurs any losses as a result of the successful Bidder’s failure to execute a written formal contract and to provide the required bonds as required within the ten (10) days after contract award. The Borough reserves the right to retain bid securities until the lowest responsible Bidder enters into a contract and provides required bonds and insurance, for a period of 120 days, in accordance with applicable law, including 62 PA.C.S.A. Section 3911. The bid security submitted by each Bidder will be returned after a contract has been signed. Bid security shall be payable to the “Borough of Milton.”

The successful Bidder, when awarded a contract, shall furnish performance bond guaranteeing that the work will be completed in accordance with the contract documents and within the time specified. The performance bond amount shall be equivalent to ONE HUNDRED PERCENT (100%) of the total contract amount. The Bidder’s name and business address is required to be labeled on the check and/or bond for identification purposes. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Any Cashier’s Check submitted must be drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania. The performance security shall be in the form of a Certified Check, Cashier’s Check, or Surety Bond. Surety bonds shall contain language specifying the circumstances or events, which would allow the Borough to draw against the bond. The Bidder shall pay the entire cost of the performance security. All Bidders are hereby informed that failure to post the required performance security within ten (10) business days of Notice of Contract Award is cause for contract termination, in which case the contract award is voided and the Contractor will forfeit its bid bond as liquidated damages. The performance bond shall be payable to the “Borough of Milton.” Performance bond submitted by the successful Bidder will be returned after successful completion of contract.

Under no circumstances shall Surety and Bidder utilize the same lawyer or law firm in any claim, suit, or action arising from or related to the Bond or their respective obligations or liabilities to the Borough pursuant to the Bond. The Surety and the Bidder shall be required to have separate counsel from separate law firms in any claim, suit, or action arising from or relate

to the Bond or their respective obligations or liabilities to the Borough pursuant to the Bond. The obligation for Surety and Bidder to obtain and maintain separate legal representation shall commence no later than receipt of any written notice of default from the Owner.

The Borough reserves the right to retain bid securities until the lowest responsible Bidder enters into a contract and provides required bonds and insurance, for a period of 120 days, in accordance with applicable law, including 62 PA.C.S.A. Section 3911.

The bid security submitted by each Bidder will be returned after a contract has been signed.

Bid security shall be payable to the "Borough of Milton."

Bid security shall be enclosed in a separate envelope marked "Bid Security" within the bid package.

Modifications/Withdrawal of Bid. Bids may be modified or withdrawn prior to the submittal deadline. Requests for withdrawals or modifications of bids received after the bid submittal deadline will not be considered except as otherwise provided in the following paragraph. Bidders desiring to modify or withdraw his/her bid, must submit the purpose for modification or withdrawal in writing to the Borough's Business Manager prior to the submittal deadline. Bidders may resubmit bids provided it is prior to the scheduled submittal deadline.

After bid opening, the Borough's Borough Manager may allow a Bidder to modify or withdraw its bid without prejudice if clear and convincing evidence supports the existence of a material and substantial error, an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid. Requests to modify or withdraw the bid must be made in writing to the Borough's Business Manager within two (2) business days after opening the bids.

Bids will be evaluated in accordance with the required specifications as listed in this ITB. At the Borough's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Borough's opinion, the best overall solution to meet the Borough's objectives

A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

The Borough reserves the right to waive a bid's minor irregularities if rectified by Bidder within three (3) business days of the Borough's issuance of a written notice of such irregularities.

The Borough reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

Issuance of this ITB in no way constitutes a commitment by the Borough to award a contract. The Borough reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Borough.

Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Borough may be considered a non-responsible Bidder and his/her bid may be rejected. The Borough reserves the right to exercise this option as is deemed proper and/or necessary.

The successful Bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract, resulting from this ITB, the below insurance. The requirements are applicable to any and all subcontracts and subcontractors performing work under this contract.

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate

Prior to commencement of performance of this Agreement, Contractor shall furnish to the Borough a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the Borough of Milton, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Borough. Such certificate shall be issued to: Borough of Milton, Attention: Jessie Novinger, Borough Manager, 2 Filbert Street, Milton, PA 17847

Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

Upon acceptance and award of a Bidder's bid, the contract between the Bidder and the Borough shall be drafted from (a) the ITB and addenda, (b) the selected bid (response to the ITB by the Bidder) and any attachments thereto, and (c) all written communications between the Borough and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

The entire contents of this proposal shall become a part of the contract.

The successful Bidder must execute a written contract with the Borough. If the successful Bidder fails or refuses to execute the formal contract within ten (10) days of the date of contract award, the security (Bid Bond) shall be forfeited to and retained by the Borough as liquidated damages, that award of the contract shall be voided, and all obligations of the Borough in connection herewith shall be canceled.

The Borough reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Contractor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Borough for such Goods or Services, but in no event shall Contractor be entitled to recover loss of profits.

In the event that either the Contractor or the Borough defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods and/or services immediately upon award.

The Contractor shall deliver goods and/or services on the date of commencement as defined above and achieve substantial completion in accordance with the timeline schedule identified in the specifications section. The Contractor must comply with the time of performance.

In the case of default by the successful Bidder(s) in failing to supply goods or perform services in conformance with the requirements of the contract resulting from this ITB, the Borough may, after providing notification, procure the same from other sources and charge such Bidder(s) for any excess cost of damages resulting there from.

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Borough as fixed, agreed, and liquidated damages, per calendar day for each and every day of delay as liquidated damages five hundred dollars (\$500.00). The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

This Article shall not operate or bar the Borough from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.

The contract between the Borough and the Contractor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

The Contractor shall not subcontract any of its obligations under this contract without the Borough's prior written consent. In the event the Borough does consent in writing to a subcontracting arrangement, the Contractor shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this contract.

The Borough shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the Borough and the Contractor, but must be agreed to in writing.

When the Borough would require additional or extra goods or services that are not listed as part of the bid package and without invalidating the purchase contract, the Contractor(s) would be required to furnish and deliver the goods and services to the Borough, at the Contractor's standard retail price of said items. This situation would also be in effect for the life of the contract, as listed in the above-mentioned language.

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Board, and the price fixed and agreed upon before such work is performed.

Unless otherwise specified by the Borough, the Contractor shall unconditionally guarantee the materials and workmanship on all goods and/or services. If, within the guarantee period any defects occur which are due to faulty goods and/or services, the Contractor at his/her expense, shall repair or adjust the condition, or replace the goods and/or services to the complete satisfaction of the Borough. These repairs, replacements or adjustments shall be made only at such time as will be the least detrimental to the operations of Borough business.

Any goods and/or services or parts thereof repaired, replaced or adjusted, shall also be subject to the terms of this clause to the same extent as the goods and/or services initially delivered. The guarantee will be equal in duration to that listed above and shall run from the date of delivery of the repaired, replaced or adjusted good and/or service.

When a repair, replacement or adjustment is required for goods, all transportation charges and responsibility for the goods while in transit shall be borne by the Contractor. If the Contractor fails or refuses to repair, replace or adjust the goods and/or services, the Borough may, by contract or otherwise, repair, replace or adjust with similar goods and/or services and charge the Contractor the cost occasioned to the Borough thereby or make equitable adjustment in the contract price.

Inspection of all work may be made by the Borough, its duly appointed representative or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s). The Contractor must notify

the designated representative when all work has been performed in conformity with the requirements of this contract. The designated representative will certify that the Contractor's work has been performed in conformity with the requirements of this contract.

Services and/or goods received by the Borough shall not be deemed accepted until the Borough has had a reasonable opportunity to inspect. Services and/or goods that are discovered to be non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if non-conformity were not reasonably discoverable at the time of initial inspection. Within seven (7) days of receipt of notification of rejection, Contractor shall remedy services and/or goods without expense to the Borough.

If the Contractor fails, neglects or refuses to do so, the Borough shall then have the right to obtain such services and/or goods from another source and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated and the actual cost thereof to the Borough. If the amount due to the Contractor is insufficient to meet such expenses, the Contractor shall be liable for the excess and the Borough may proceed against the Contractor through appropriate legal action.

Bidders warrant the bid price(s), terms and conditions stated in his/her bid shall be firm for a period of 60 days from the date of the bid opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If your bid includes price increases over the term of the contract, such increases must be clearly indicated in the Bid Price Schedule. All bid prices must include freight.

The Borough will make payment within thirty (30) days of receipt invoice for properly received goods and services after inspection and acceptance of the material and/or work by the Borough. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

The Council reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Borough.

Award of any bid is contingent upon available budget funds and approval of the Board.

The Borough will award the contract(s) to the lowest and best responsive, responsible Bidder(s) meeting all terms, conditions, and specifications of the ITB, within 60 days of the opening of the bids. Submitted bids shall remain valid during this 60 day period.

The Borough reserves the right to award a single contract for the total requirement of the ITB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Borough.

The Borough reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof, or to accept such bid as they deem to be in the best interest of the Borough.

An official letter of acceptance will be forwarded by the Borough to the successful Bidder after bid selection and prior to contract award.

BID BOND

KNOW ALL MEN, that

we _____ as Principal
(hereinafter "Principal"), and _____
(a _____ corporation authorized to transact business in
Pennsylvania, and having its principal office at _____) as
Surety, are held and firmly bound unto the Borough of Milton, 2 Filbert Street, Milton,
Northumberland County, Pennsylvania, 17847, as Obligee, in the sum of
_____ U.S. Dollars (\$ _____), for the payment of
which sum well and truly made, the said Principal and the said Surety, bind ourselves and each
of our respective heirs, legal representatives, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the said Principal is herewith submitting to the Obligee a bid to perform work or
provide materials and/or services identified as _____,
and it is a condition of the Obligee's receipt and consideration of said bid that the bid be
accompanied by bid security to be held by the Obligee on terms set forth herein.

THEREFORE, the condition of this obligation is that if either (a) the Obligee shall not accept
the Principal's bid nor award a contract to him or (b) said Principal shall upon Obligee's
acceptance of his bid and award of a contract to him, enter into such contract in writing and
furnish such bond or bonds as may be specified in the bidding or contract documents with a
surety acceptable to Obligee, then this obligation shall be void; but otherwise shall remain in
full force and effect.

FURTHERMORE, if the above noted conditions are not met, the Principal and Surety will pay
to the Obligee the difference between the amount of the Principal's accepted bid(s) and any
higher amount for which the Obligee may contract for the required work (either the next lowest
responsible Bidder at that same bidding or with the lowest responsible Bidder on any re-
bidding) plus any advertising, Engineers' legal and other expenses incurred by the Obligee by
reason of the default: provided that the Surety's obligation hereunder shall not exceed the face
amount of this bond. Such bond or bonds shall be available for payment against the presentation
to Surety by the Obligee of (1) the Obligee's signed statement certifying that Principal has
failed to enter into a contract in writing within such time as may be specified in Obligee's
Invitation to Bid or failed to provide a performance bond in accordance with requirements set
forth in Obligee's Invitation to Bid; (2) the original surety bond; and (3) a copy of the
notification letter sent via courier to Principal dated not less than ten (10) days prior to
Obligee's request for payment. Such notification letter shall advise Principal of the Obligee's
intent to and reason for drawing on the bid bond.

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving bids or by any extensions by the Principal of the period during which his bid shall remain irrevocable and subject to acceptance by the Oblige; and the Surety hereby waves notice of any such postponement or extension.

The Principal and Surety acknowledge that all references herein to the principal in singular, masculine form shall include the plural, feminine and neuter, as may be appropriate to the Principal.

Signed, sealed and dated _____, 20____

Principal

(insert Principal's name)

By: _____

Witness: _____

Title: _____

Surety

(insert Surety's name)

By: _____

Witness: _____

Title: _____

[Remainder of Page Intentionally Blank]

PERFORMANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That _____
as Principal, hereinafter called Contractor, and _____
a (corporation/partnership) organized and existing under the laws of the State of _____
as Surety, hereinafter called Surety, are held and firmly bound unto the
Borough of Milton, 2 Filbert Street, Milton, Northumberland County, Pennsylvania, 17847,, as
Obligee, in the amount of _____dollars(\$_____) lawful money of the United
States of America, for the payment whereof Contractor and Principal bind themselves, his/her
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Contractor has by written agreement date _____, 20____,
entered into a contract or proposal with Obligee for _____,
which contract or proposal is by reference made a part hereof, and is hereinafter referred to as
the Contract.

NOW THEREFORE, the terms and conditions of this Bond are and shall be that if: (A) the
Principal well, truly and faithfully shall comply with and shall perform the Contract (and all
alterations thereof) in accordance with the Contract Documents, and if the Principal shall satisfy
all claims and demands incurred in or related to the performance of the Contract by the
Principal or the Principal's subcontractors as its or his/her agents or employees or growing out
of performance of the Contract, and if the Principal shall indemnify completely and shall save
harmless the Obligee and all of its officers, agents and employees from any and all costs and
damages which the Obligee and/as or all of its officers, agents and employees may sustain or
suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse
completely and shall pay to the Obligee any and all costs and expenses which the Obligee
and/as any or all of its officers, agents and employees may sustain or suffer by reason of the
failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to
the Obligee any and all costs and expenses which the Obligee and/as any or all of its officers,
agents, and employees may incur by reason of any such default or failure of the Principal: and
(B) if the Principal shall remedy, without cost to the Obligee, any work not in accordance with
the Contract Documents and all defects which may develop during the period of one (1) year
from the date of completion by the Principal and acceptance of the Obligee of the work to be
performed under the Contract in accordance with the Contract Documents, which defects, in the
sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result
from defective or inferior materials, then this Bond shall be void; otherwise, this Bond shall be
and shall remain in force and effect.

Every provision of said act applicable to said contract and this Bond is incorporated herein by
reference thereto.

The Principal and Surety agree that any alterations, changes and/or additions to the Contract
Documents, and/or additions to the work to be performed under the Contract in accordance with

the Contract Documents, and/or any alterations, changes, and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract shall not release in any manner whatsoever, the Principal and the Surety, or either of them, or his/her heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

AND FURTHER, if we do hereby empower any attorney of any court of record within the United States, or elsewhere, to appear for us, and, after one or more declarations filed, confess judgment against us as of any term for the above sum, costs of suit and reasonable attorney's fees, ten (10%) percent for collection, and a release of all errors and without stay of execution and inquisition and extension upon any levy upon real estate is hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption shall be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from the liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation or subcontractor there under or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947; P.L. 493 of the Commonwealth of Pennsylvania.

Under no circumstances shall Surety and Contractor utilize the same lawyer or law firm in any claim, suit, or action arising from or related to the Bond or their respective obligations or liabilities to the Owner pursuant to the Bond. The Surety and the Contractor shall be required to have separate counsel from separate law firms in any claim, suit, or action arising from or relate to the Bond or their respective obligations or liabilities to the Owner pursuant to the Bond. The obligation for Surety and Contractor to obtain and maintain separate legal representation shall commence no later than receipt of any written notice of default from the Owner.

[Remainder of Page Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Principal and Surety cause this Bond to be signed, sealed and delivered this day of _____, 20____.

Name of Bidder and Principal

Signature (Seal)

Witness:_____

Name of Surety

Witness:_____

Signature

Officer or Attorney-in-Fact

NON-COLLUSION AFFIDAVIT

Contract/Bid/Proposal _____

State of _____

County of _____

I state that I am _____ (Title) of _____
(Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other Bidder, or potential Bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, and employees are not currently under investigation by any governmental agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding in any public contract, except as follows:

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Borough of Milton in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Milton of the true facts relating to the submission of bids for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit the Borough of Milton from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the Borough under its rules and regulations, or may be grounds for consideration on the question of whether the Borough should decline to award a contract to that person on the basis of lack of responsibility.

Name: _____

Signature: _____

Title: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20 ____

My Commission Expires: _____
Notary Public

BID SPECIFICATIONS

SECTION 28 23 00 – VIDEO SURVEILLANCE

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes requirements for fixed and multi-sensor network cameras with built-in AI analytics and license plate recognition, suitable for use in high-security commercial and industrial environments.

1.02 REFERENCES

- A. ONVIF Profiles S, G, T
- B. NDAA Section 889 Compliance
- C. IEEE 802.3af, 802.3at (PoE/PoE+), 802.3bt (High PoE)
- D. UL, FCC, CE, IK10, IP66/67- outdoor cameras

1.03 SUBMITTALS

- A. Product Data
- B. Shop Drawings; camera layout and connectivity
- C. Manufacturer's installation instructions
- D. Warranty documentation

1.04 QUALITY ASSURANCE

- A. Products shall be manufactured by an ISO 9001 certified company
- B. Cameras shall be NDAA-compliant and not manufactured by restricted entities
- C. Firmware shall be signed and secured with a TPM (Trusted Platform Module)
- D. Manufacturer must maintain a North American-based cybersecurity response team
- E. Manufacturer must have a documented vulnerability disclosure program and publish CVEs

1.05 WARRANTY

- A. Minimum 3-year manufacturer's warranty

PART 2 – PRODUCTS

2.01 GENERAL CAMERA REQUIREMENTS

- A. All cameras shall support:
 - 1. AI-based object detection: person, vehicle, face, license plate
 - 2. Event analytics: line crossing, intrusion, loitering
 - 3. H.265, H.264, MJPEG with dynamic GOP
 - 4. Edge storage with microSD slot (256GB min); backup on the camera
 - 5. ONVIF Profiles S, G, and T;
 - 6. Secure boot, signed firmware, TPM module
 - 7. Operating temperature: -40°F to +131°F (-40°C to +55°C)
 - 8. Conformally coated PCB
 - 9. Manufacturer must have a minimum of 10 years' experience designing AI-enabled surveillance devices
 - 10. All camera models must be TAA compliant

2.02 FIXED BULLET CAMERA

A. Comparable to Hanwha XNO-9083R

B. Requirements:

1. Minimum 8MP (3840x2160) resolution
2. Motorized varifocal lens with remote focus
3. IR range: 50 meters minimum with adaptive IR
4. WDR: 120dB or higher
5. IP66, IK10 housing
6. Edge-based AI analytics
7. Minimum frame rate of 30fps at full resolution
8. Cameras must not require external AI servers for analytics functionality

2.03 MULTI-DIRECTIONAL CAMERA WITH INTEGRATED PTZ

A. Comparable to Hanwha PNM-C32083RVQ

B. Requirements:

1. Four (4) 8MP fixed imagers with independent positioning
2. One (1) integrated 2MP PTZ camera with 32x optical zoom
3. 360° coverage in single housing with single IP address
4. PTZ must auto-track based on motion detected by fixed imagers
5. Edge AI analytics per imager
6. IR range: 50 meters minimum
7. 20fps minimum per channel at full resolution
8. Combined camera unit must use no more than one VMS license
9. Manufacturer must offer a single-camera part number for multi-sensor PTZ units

2.04 DUAL SENSOR COMPACT CAMERA

A. Comparable to Hanwha PNM-C12083RVD

B. Requirements:

1. Two (2) 6MP sensors in one housing
2. Independent lens positioning
3. AI analytics on each sensor
4. IR range: 40 meters minimum
5. WDR: 140dB minimum

6. Compact form factor (<1 liter volume)
7. Camera must support dissimilar FOV angles with unique stream settings per sensor

2.05 AI BOX CAMERA WITH BUILT-IN LPR

A. Comparable to Hanwha PNB-A9091RLPH

B. Requirements:

1. 4K (8MP) resolution, progressive scan CMOS
2. Built-in license plate recognition (no external software)
3. Vehicle detection with color/make/model recognition
4. Capture at ≥ 75 mph with metadata export
5. Motorized P-Iris lens with IR illumination
6. LPR detection range: 15 to 30 meters
7. System must perform LPR at night without requiring white light illumination

2.06 POWER AND NETWORKING

A. All cameras shall support IEEE 802.3at PoE+ minimum

B. Must integrate with standard VMS via ONVIF

C. Must support configuration via web interface and manufacturer tool

D. Cameras requiring proprietary power supplies or management software are not acceptable

PART 3 – EXECUTION

3.01 INSTALLATION

A. Install per manufacturer instructions; by certified technician (by manufacturer)

B. Ensure all cameras have unobstructed field of view and are securely mounted

3.02 CONFIGURATION

A. Configure AI analytics and LPR profiles as per project requirements

B. Confirm ONVIF integration with VMS

3.03 TESTING AND COMMISSIONING

A. Verify image quality, analytic event generation, and network connectivity

B. Perform nighttime IR and LPR testing with moving vehicles

3.04 TRAINING

A. Provide on-site training to Owner's designated personnel

END OF SECTION

SECTION 27 41 00 – WIRELESS TRANSMISSION SYSTEMS

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes requirements for point-to-point and point-to-multipoint wireless transmission systems utilizing millimeter wave (mmWave) and for high-bandwidth, secure backhaul applications in video surveillance and critical infrastructure environments.

1.02 REFERENCES

A. FCC Part 15 and Part 101

B. IEEE 802.11ad/ay and 802.3 standards

C. NDAA Section 889 Compliance

D. UL, CE, RoHS Compliance

1.03 SUBMITTALS

A. Product Data

B. Shop Drawings and Link Budget Diagrams

C. Manufacturer's Installation Instructions

D. Warranty Documentation

1.04 QUALITY ASSURANCE

A. Manufacturer shall be ISO 9001 certified

B. Equipment must be NDAA-compliant and not sourced from banned or restricted entities

C. Radios must support secure boot, signed firmware, and encrypted transmission

1.05 WARRANTY

A. Minimum 3-year manufacturer's warranty

PART 2 – PRODUCTS

2.01 GENERAL BACKBONE COMMUNICATION REQUIREMENTS

A. Systems must support:

1. Minimum 1Gbps full-duplex throughput per link
2. AES 128/256-bit encryption for all wireless transmissions
3. Layer 2 transparent bridging with VLAN pass-through
4. Latency below 1ms one-way
5. Adaptive modulation for link optimization
6. Operating temperature range of -40°C to +60°C
7. Pole, mast, or building mount options

2.02 POINT-TO-POINT HIGH-CAPACITY RADIO

A. Comparable to Ceragon IP-50C or Siklu Ethernet 8010FX

B. Requirements:

1. Licensed or lightly licensed spectrum operation (70-80 GHz)
2. Throughput: 1Gbps to 10Gbps full duplex depending on link conditions
3. Dual-carrier or dual-radio support for link redundancy
4. Must support PoE or direct DC power (24–56V DC input range)
5. Integrated web GUI and SNMP management
6. IP67-rated outdoor enclosure

2.03 POINT-TO-MULTIPOINT RADIO SYSTEM (OPTIONAL)

A. Comparable to Siklu MultiHaul Series

B. Requirements:

1. mmWave (60GHz or higher) frequency band
2. Minimum base-station capacity: 3Gbps aggregated

3. Sector-based directional transmission with 90° or smaller beamwidth
4. Minimum client support: 12 terminals per base station
5. AES encryption and dynamic beamforming
6. Compact, low-profile form factor (<2 liters)
7. IP67-rated enclosure

2.04 PERFORMANCE THRESHOLDS TO ENSURE SYSTEM RELIABILITY

A. Systems must:

1. Be manufactured by a company with minimum 10 years in wireless backhaul
2. Be supported by a North American-based support center
3. Include FCC-registered equipment IDs
4. Be capable of functioning without cloud or proprietary third-party management platforms
5. Operate in FCC Part 101 licensed or Part 15 compliant spectrum only
6. Maintain uptime greater than 99.999% over 12-month period (measured across active links)
7. Be HERO certified

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment per manufacturer's specifications
- B. Utilize weather-resistant hardware for all outdoor mounting
- C. Use shielded, outdoor-rated Cat6A or fiber optic cable for all connections
- D. Equipment must be prestaged by Ceragon or equivalent company.

3.02 ALIGNMENT AND COMMISSIONING

- A. Document signal strength, link margin, and throughput post-installation
- B. Validate SNMP traps and monitoring system integration

3.03 TRAINING

- A. Provide technical training for Owner's designated personnel, including alignment, troubleshooting, and performance validation

END OF SECTION

SECTION 28 33 10 – LICENSE PLATE RECOGNITION SOFTWARE

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes requirements for a server-based automatic license plate recognition (ALPR) system with real-time detection, analytics, and integrations for physical security, access control, and video management systems (VMS).

1.02 REFERENCES

- A. ONVIF Profile G
- B. NDAA Section 889 Compliance
- C. FCC, UL, CE, RoHS Certifications

1.03 SUBMITTALS

- A. Product Data
- B. System Architecture Diagrams
- C. Manufacturer's Installation and Configuration Guidelines
- D. Warranty and Support Documentation

1.04 QUALITY ASSURANCE

- A. Software must be developed and maintained by an ISO 9001 certified company
- B. Software must be NDAA-compliant with no dependencies on prohibited foreign code libraries or vendors
- C. Must be supported by a U.S.-based engineering and cybersecurity response team

1.05 WARRANTY

- A. Software license must include minimum 1-year support, updates, and maintenance

PART 2 – PRODUCTS

2.01 LICENSE PLATE RECOGNITION SOFTWARE

- A. Comparable to PlateSmart ARES Enterprise
- B. Requirements:
 - 1. Must support real-time license plate capture and recognition from live video streams
 - 2. Must detect, log, and store metadata including:
 - a. License plate number
 - b. Timestamp
 - c. Camera location
 - d. Vehicle color, make, and classification
 - 3. Must support state and country identification for plates (U.S. and international)
 - 4. Web-based user interface with live alerts and historical search capability
 - 5. Integration with at least three (3) major VMS platforms (Hanwha WAVE, Milestone, Genetec, etc.)
 - 6. Must support flexible notification rules and custom watchlists
 - 7. Must include searchable event database with export functionality (CSV, PDF)
 - 8. Simultaneous processing of multiple video streams per server instance

2.02 SYSTEM PERFORMANCE AND ARCHITECTURE

- A. Software must support:
 - 1. Server-based deployment on Windows or Linux OS
 - 2. Virtualized environment (VMware, Hyper-V compatible)
 - 3. Minimum performance: process 10 streams per server with real-time recognition
 - 4. RESTful API for third-party integrations
 - 5. TLS 1.2 or higher for encrypted communications
 - 6. Role-based access control (RBAC) with audit trail

7. Centralized management interface for multi-site deployments
8. On-prem or hybrid deployment; cloud-only solutions are not acceptable

2.03 EXCLUSIONS VIA PERFORMANCE THRESHOLDS

- A. Solutions that do not meet the following are not acceptable:
1. Must identify vehicle make/model/color in addition to license plate
 2. Must not require external AI inference appliances or cloud-based analytics engine
 3. Must operate within air-gapped or disconnected networks
 4. Must process plate data in real time without buffering delays
 5. Must support hotlist import/export in CSV and XML formats
 6. Must be compatible with IP cameras from at least five (5) manufacturers
 7. Software updates must not rely on foreign-hosted repositories

PART 3 – EXECUTION

3.01 INSTALLATION AND CONFIGURATION

- A. Software must be installed on customer-supplied or integrator-provided server hardware
B. Configure camera streams, analytics thresholds, and notification profiles per site requirements
C. Document all configuration parameters and network dependencies

3.02 SYSTEM VALIDATION AND TESTING

- A. Demonstrate plate recognition accuracy under daytime and nighttime conditions
B. Validate hotlist match notifications and custom alert profiles
C. Generate sample reports and exports for Owner approval

3.03 TRAINING

- A. Provide hands-on training for system administrators and end users
B. Include documentation for backup/restore, user permissions, and database maintenance

END OF SECTION

Bids must be enclosed in a sealed envelope or package. The outside of the envelope or package shall be clearly marked, "Video Surveillance System." Bids shall be submitted to the Borough Office, Attn: Jessie Novinger, 2 Filbert St. Milton, PA 17847, no later than 10:00AM EST on August 11, 2025, bid opening at 11:00AM in Borough Council Chambers. Late bids shall not be accepted. Bids must be mailed or hand-delivered. Bids delivered by fax or electronic means are not acceptable and will not be considered.