

Exhibit “A”

TOWNSHIP OF WEST ORANGE

COMPETITIVE CONTRACT REPORT

FOR MANAGEMENT OF IT SYSTEMS

Overview

The Township of West Orange (the "Township") utilizes and information and technology systems ("IT Systems") in its operations including a uniformed network system and a non-uniformed network system.

On May 4, 2016, the Township advertised a request for proposal (the "RFP") seeking proposals for a competitive contract for IT Network Managed Services (the "Contract") wherein vendors would submit a proposal for:

- Management of Local Area Networks (LAN)
- Management of Wide Area Networks (WAN)
- Performing Testing
- Upgrades for network hardware and software
- New project development and installation
- Day to day Network/Systems Consulting

Based on the framework of the RFP, the Township sought alternative proposals to address three separate categories of service.

1. IT Management for the Uniformed Network System;
2. IT Management for the Non-Uniformed Network System; and
3. IT Management for Special Projects on an as needed basis.

Vendors were instructed to provide proposal alternatives from each category of service individually and/or collectively. Vendors were instructed to provide costs as follows:

1. Monthly rates for a five (5) year proposal period;
2. One time/Start up Costs;
3. New hardware or software required; and
4. Hourly Rates for Project Based Proposal.

On May 26, 2016, the Township received proposals from three (3) vendors:

1. Quikteks, LLC ("Quikteks")
373 East Route 46, Fairfield, N.J. 07004
\$3,600 per month for Uniformed Network System
\$2,800 per month for Non-Uniformed Network System
\$135 per hour for projected based hourly rates
2. Pascack Data Services, Inc. ("Pascack")
200 Central Ave., Suite 100, Hawthorne, N.J. 07506
\$7,450 per month for Uniformed Network System
No Proposal for Non-Uniformed Network System

\$150 per hour for projected based hourly rates

Pascack also submitted two (2) alternate option proposals for the Uniformed Network System including: (i) Alternate Option A at \$1,350 per month for Uniformed Network Systems (Server only monitoring) with purchase of 60 hours annually at \$150 per hour invoiced quarterly and (ii) Alternate Option B (Workstation monitoring and patch management) at \$1,950 per month with purchase of 60 hours annually at \$150 per hour invoiced quarterly.

3. MCG, Inc., ("MCG")

65 West 36th Street, Suite 600, New York, N.Y. 10018

No Proposal for Uniformed Network System

For Non-Uniformed Network System, MCG proposed:

- i. a \$1,000 start up fee;
- ii. \$4,000 per month for year 1;
- iii. \$4,100 per month for year 2;
- iv. \$4,200 per month for year 3;
- v. \$4,300 per month for year 4; and
- vi. \$4,400 per month for year 5;

\$125-\$175 per hour for project based hourly rates

Pursuant to the Local Public Contracts Law and the New Jersey Administrative Code, the Township created an Evaluation Committee (the "Committee") to establish weighted criteria for the evaluation of proposals and evaluate and score the proposals. The Committee was composed of seven (7) members including:

- (1) Anne DeSantis, Purchasing Agent for the Township;
- (2) John Gross, Chief Financial Officer for the Township;
- (3) Nick Allegrino, West Orange Police Communications Department;
- (4) Mauricio Garcia, Township's IT Manager;
- (5) Michael Fonzino, West Orange Health Department;
- (6) Philip Bussey, Captain of the West Orange Fire Department; and
- (7) Michael Cali, Lieutenant, West Orange Police Department.

Pursuant to N.J.A.C. 5:34-4.3(f) each member of the Committee executed a certification that they do not have a conflict of interest as to any of the vendors.

In addition, the Committee utilized an advisor to assist in evaluating the proposals: Mark Y. Moon, Esq. from the office of the Township Attorney, Richard D. Trenk, Esq.

The Township obtained two (2) extensions pursuant to N.J.S.A. 40A:11-24: (1) extending the award of the Contract to September 23, 2016 and, (2) extending the award of the Contract to October 26, 2016.

The Process

Prior to the evaluation of the proposals, the Committee met on June 1, 2016 and established weighted criteria for the evaluation of proposals as follows:

A. Technical Criteria – Total of 40% of scoring

	Weighting
General Requirements	4%
Network Problem Identification, Troubleshooting, Referrals, Resolution and Maintenance	6%
Network Installation Support/Implementation	4%
Network Management and Monitoring	4%
Reporting/Log Maintenance	2%
Network Utilization	4%
Network Availability, Trend Analysis and Capacity Planning	4%
Technical: LAN Support and WAN Support	6%
Performance Standards and Service Levels/Response Time	6%

B. Management Criteria – Total of 20% of scoring

	Weighting
Contractor Personnel Qualifications	4%
Contractor Experience and Expertise/Industry Specific Experience/Company Profile/Business Attributes/Managed Service Viability/Financial Viability	4%
Customer Support and Account Management	4%
Special/Unique Qualifications	4%
References/Customer Satisfaction	4%

C. Cost Criteria - Total of 40% of scoring

	Weighting
Pricing	40%

On June 15th, the Committee met with Quikteks, Pascack and MCG to interview each vendor regarding their proposals and address any questions from the Committee.

Each evaluator was to provide a scoring in each category on a scale of 1 through 5 to determine the base score for each category with 1 representing Poor or Unsatisfactory, 2 representing Weak/Below Average, 3 representing Average or Satisfactory, 4 representing Good/Above Average, and 5 representing Excellent. Each evaluator was then instructed to multiply that base score by the weighting as previously determined by the Committee to determine the Weighted Score.

Evaluation

Each member of the Committee separately evaluated and scored the proposals. The following represents a summary of the average scores from the Committee.

	<u>Quikteks</u>	<u>Pascack</u>	<u>MCG</u>
<u>Category:</u>			
<u>Uniform Network:</u>	27.72	28.46	no bid
<u>Non-Uniform Network:</u>	27.72	no bid	29.12
<u>Special Projects:</u>	26.66	26.64	26.36
Alternate pricing For Uniform Network:	no bid	29.04	no bid

The Committee expressed concerns regarding Quiktek's ability to conform to the Township's need. During the interview process the representative from Quiktek described a standardized system utilized by all of its clientele. This "one-size" model raised serious questions about Quiktek's ability to address the Township's specific needs and concerns. In fact, Quiktek appeared reluctant to commit to conform to the Township's network configurations in performance of the Contract. As a result, Quiktek's scoring reflected those concerns.

The Committee determined that Pascack's base proposal for IT Network Management for the Uniformed System far exceeded the Township's need and would be unduly costly. However, the Committee felt that Pascack's alternate proposal Option B would sufficiently meet the Township's need and not result in excessive costs for the Township.

Conclusion/Recommendation

Based on the Committee's average scoring, the Committee recommends as follows:

For the Uniform Network Contract, the Committee recommends award to Pascack under the alternate pricing proposal for the Uniformed Network Services for a period of three (3) years with an option for a two (2) year renewal at the rate of \$1,950 per month with an annual purchase of sixty (60) hours of service at a rate of \$150 per hour commencing on November 1, 2016.

For the Non-Uniform Network Contract, the Committee recommends award to MCG for a period of three (3) years with an option for a two (2) year renewal at the following monthly rates:

- a. For year 1 - \$4,000 per month with a \$1,000 start up fee;
- b. For year 2 - \$4,100 per month;
- c. For year 3 - \$4,200 per month;
- d. For year 4 (option year) - \$4,300 per month;
- e. For year 5 (option year) - \$4,400 per month.

For Special Projects, the Committee recommends contracts with all three of the vendors on an as needed basis for a period of three (3) years with an option for two (2) year renewals at the hourly rates of:

- a. Quikteks - \$135 per hour;
- b. Pascack - \$150 per hour; and
- c. MCG - \$125-\$175 per hours.

Exhibit “B”

**CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
PASCACK DATA SERVICES, INC. FOR IT NETWORK MANAGEMENT
SERVICES – UNIFORMED NETWORK SYSTEM**

THIS AGREEMENT, made this ____ day of October 2016 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

PASCACK DATA SERVICES, INC. a limited liability company of the State of New Jersey having its principal offices at 200 Central Avenue, Suite 100, Hawthorne, New Jersey 07506, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, the Township is desirous to contract with a qualified vendor to provide IT Network Management for the Township's Uniformed Network System (the "Contract"); and

WHEREAS, the Township Council advertised a Request for Proposal for Network Managed Services (the "RFP") including: (1) the IT Management of the Township's Uniformed Network System , (2) the IT Management of the Township's Non-Uniformed Network System, and (3) the IT Management for Special Projects on an as needed basis, annexed hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, the Township received proposals on May 26, 2016 in response to the RFP, including a proposal from Contractor, annexed hereto and incorporated herein as **Exhibit "B;"** and

WHEREAS, the Township created an Evaluation Committee (the "Committee") to evaluate and score the received proposals and make recommendations regarding the award of the Contract; and

WHEREAS, the Committee recommended the award of the Contract to Contractor.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be November 1, 2016. The contract term shall continue in effect until October 31, 2019 (the "base term"). The Township shall have the right to extend this Agreement for an additional two (2) year term following the expiration of the base term.
2. Contractor shall provide the services set forth in Contractor's Proposal dated May 26, 2016 (the "Contractor's Proposal") at the Alternative Option 2 rate contained therein at \$1,950 per month.
3. Contractor shall also provide an additional sixty (60) hours of service on an annual basis at a rate of an additional \$150 per hour to be billed and paid on a quarterly basis by the Township.
4. Contractor's performance shall also conform to the specifications described in the Township's RFP; in the event of any conflict between the Contractor's Proposal and the RFP, the RFP shall govern unless the Contractor and Township agree in writing to resolve the conflict in a different manner.
5. Contractor hereby agrees to indemnify the Township and save it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement.

6. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk, DiPasquale, Della Fera & Sodono, P.C., 347 Mt. Pleasant Avenue, West Orange, New Jersey 07052. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Pascack Data Services, Inc., 200 Central Avenue, Suite 100, Hawthorne, New Jersey 07506, or other such address as Contractor may designate in writing to the Township.
7. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Corporation have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

PASCACK DATA SERVICES, INC.

BY: _____

Exhibit “C”

**CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
MCG, INC. FOR IT NETWORK MANAGEMENT SERVICES –
NON-UNIFORMED NETWORK SYSTEM**

THIS AGREEMENT, made this ____ day of October 2016 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township"; and

MCG, INC. a limited liability company of the State of New York having its principal offices at 65 West 36th Street, Suite 600, New York, New York 10018, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township is desirous to contract with a qualified vendor to provide IT Network Management for the Township's Non-Uniformed Network System (the "Contract"); and

WHEREAS, the Township Council advertised a Request for Proposal for Network Managed Services (the "RFP") including: (1) the IT Management of the Township's Uniformed Network System , (2) the IT Management of the Township's Non-Uniformed Network System, and (3) the IT Management for Special Projects on an as needed basis, annexed hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, the Township received proposals on May 26, 2016 in response to the RFP, including a proposal from Contractor, annexed hereto and incorporated herein as **Exhibit "B;"** and

WHEREAS, the Township created an Evaluation Committee (the "Committee") to evaluate and score the received proposals and make recommendations regarding the award of the Contract; and

WHEREAS, the Committee recommended the award of the Contract to Contractor.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be November 1, 2016. The contract term shall continue in effect until October 31, 2019 (the "base term"). The Township shall have the right to extend this Agreement for an additional two (2) year term following the expiration of the base term.
2. Contractor shall provide the services set forth in Contractor's Proposal dated May 26, 2016 (the "Contractor's Proposal") for the base term at the rate contained therein, specifically as follows:
 - i. For year 1 - \$4,000 per month;
 - ii. For year 2 - \$4,100 per month; and
 - iii. For year 3 - \$4,200 per month.
3. Upon extension by the Township pursuant to paragraph 1 of this agreement, Contractor shall continue to provide the services set forth in Contractor's Proposal for the additional two (2) year term at the following rates:
 - i. For year 4 - \$4,300 per month; and
 - ii. For year 5 - \$4,400 per month.
4. Township shall also provide a one-time start up payment of \$1,000.

5. Contractor's performance shall also conform to the specifications described in the Township's RFP; in the event of any conflict between the Contractor's Proposal and the RFP, the RFP shall govern unless the Contractor and Township agree in writing to resolve the conflict in a different manner.
6. Contractor hereby agrees to indemnify the Township and save it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement.
7. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk, DiPasquale, Della Fera & Sodono, P.C., 347 Mt. Pleasant Avenue, West Orange, New Jersey 07052. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to MCG, Inc., 65 West 36th Street, Suite 600, New York, New York 10018, or other such address as Contractor may designate in writing to the Township.
8. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex

County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Corporation have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

MCG, INC.

BY: _____

Exhibit “D”

**CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
QUIKTEKS, LLC FOR IT NETWORK MANAGEMENT SERVICES –
SPECIAL PROJECTS**

THIS AGREEMENT, made this ____ day of October 2016 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

QUICKTEKS, LLC. a limited liability company of the State of New York having its principal offices at 373 East Route 46, Fairfield, New Jersey 07004, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, the Township is desirous to contract with a qualified vendor to provide IT Network Management for the Special Projects (the "Contract") on an as needed basis; and

WHEREAS, the Township Council advertised a Request for Proposal for Network Managed Services (the "RFP") including: (1) the IT Management of the Township's Uniformed Network System , (2) the IT Management of the Township's Non-Uniformed Network System, and (3) the IT Management for Special Projects on an as needed basis, annexed hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, the Township received proposals on May 26, 2016 in response to the RFP, including a proposal from Contractor, annexed hereto and incorporated herein as **Exhibit "B;"** and

WHEREAS, the Township created an Evaluation Committee (the "Committee") to evaluate and score the received proposals and make recommendations regarding the award of the Contract; and

WHEREAS, the Committee recommended the award of the Contract to three (3) vendors, including the Contractor.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be November 1, 2016. The contract term shall continue in effect until October 31, 2019 (the "base term"). The Township shall have the right to extend this Agreement for an additional two (2) year term following the expiration of the base term.
2. Upon notice from the Township Contractor shall provide the services set forth in Contractor's Proposal dated May 26, 2016 (the "Contractor's Proposal") for IT Network Management Services for an identified special project at the rate of \$135 per hour, as contained therein,.
3. Contractor's performance shall also conform to the specifications described in the Township's RFP; in the event of any conflict between the Contractor's Proposal and the RFP, the RFP shall govern unless the Contractor and Township agree in writing to resolve the conflict in a different manner.
4. Contractor acknowledges and agrees that it does not have exclusive rights to perform IT Network Management Services for any particular special project and that the Township reserves to right in its sole discretion to select among the three (3) vendors recommended by the Committee for any particular special project that may arise.
5. Contractor acknowledges and agrees that the Township provides no guarantees under this Contract to seek IT Network Management Services, but that such service will be provided only on an as needed basis.

6. Contractor hereby agrees to indemnify the Township and save it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement.
7. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk, DiPasquale, Della Fera & Sodono, P.C., 347 Mt. Pleasant Avenue, West Orange, New Jersey 07052. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Quikteks, LLC., 373 East Route 46, Fairfield, New Jersey, 07004, or other such address as Contractor may designate in writing to the Township.
8. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Corporation have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

QUIKTEKS, LLC.

BY: _____

Exhibit “E”

**CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
PASCACK DATA SERVICES, INC. FOR IT NETWORK MANAGEMENT
SERVICES – SPECIAL PROJECTS**

THIS AGREEMENT, made this ____ day of October 2016 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

PASCACK DATA SERVICES, INC. a limited liability company of the State of New Jersey having its principal offices at 200 Central Avenue, Suite 100, Hawthorne, New Jersey 07506, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, the Township is desirous to contract with a qualified vendor to provide IT Network Management for the Special Projects (the "Contract") on an as needed basis; and

WHEREAS, the Township Council advertised a Request for Proposal for Network Managed Services (the "RFP") including: (1) the IT Management of the Township's Uniformed Network System , (2) the IT Management of the Township's Non-Uniformed Network System, and (3) the IT Management for Special Projects on an as needed basis, annexed hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, the Township received proposals on May 26, 2016 in response to the RFP, including a proposal from Contractor, annexed hereto and incorporated herein as **Exhibit "B;"** and

WHEREAS, the Township created an Evaluation Committee (the "Committee") to evaluate and score the received proposals and make recommendations regarding the award of the Contract; and

WHEREAS, the Committee recommended the award of the Contract to three (3) vendors, including the Contractor.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be November 1, 2016. The contract term shall continue in effect until October 31, 2019 (the "base term"). The Township shall have the right to extend this Agreement for an additional two (2) year term following the expiration of the base term.
2. Upon notice from the Township Contractor shall provide the services set forth in Contractor's Proposal dated May 26, 2016 (the "Contractor's Proposal") for IT Network Management Services for an identified special project at the rate of \$150 per hour as contained therein.
3. Contractor's performance shall also conform to the specifications described in the Township's RFP; in the event of any conflict between the Contractor's Proposal and the RFP, the RFP shall govern unless the Contractor and Township agree in writing to resolve the conflict in a different manner.
4. Contractor acknowledges and agrees that it does not have exclusive rights to perform IT Network Management Services for any particular special project and that the Township reserves to right in its sole discretion to select among the three (3) vendors recommended by the Committee for any particular special project that may arise.
5. Contractor acknowledges and agrees that the Township provides no guarantees under this Contract to seek IT Network Management Services, but that such service will be provided only on an as needed basis.

6. Contractor hereby agrees to indemnify the Township and save it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement.
7. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk, DiPasquale, Della Fera & Sodono, P.C., 347 Mt. Pleasant Avenue, West Orange, New Jersey 07052. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Pascack Data Services, Inc., 200 Central Avenue, Suite 100, Hawthorne, New Jersey 07506, or other such address as Contractor may designate in writing to the Township.
8. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Corporation have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

PASCACK DATA SERVICES, INC.

BY: _____

Exhibit “F”

**CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
MCG, INC. FOR IT NETWORK MANAGEMENT SERVICES –
SPECIAL PROJECTS**

THIS AGREEMENT, made this ____ day of October 2016 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

MCG, INC. a limited liability company of the State of New York having its principal offices at 65 West 36th Street, Suite 600, New York, New York 10018, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, the Township is desirous to contract with a qualified vendor to provide IT Network Management for the Special Projects (the "Contract") on an as needed basis; and

WHEREAS, the Township Council advertised a Request for Proposal for Network Managed Services (the "RFP") including: (1) the IT Management of the Township's Uniformed Network System , (2) the IT Management of the Township's Non-Uniformed Network System, and (3) the IT Management for Special Projects on an as needed basis, annexed hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, the Township received proposals on May 26, 2016 in response to the RFP, including a proposal from Contractor, annexed hereto and incorporated herein as **Exhibit "B;"** and

WHEREAS, the Township created an Evaluation Committee (the "Committee") to evaluate and score the received proposals and make recommendations regarding the award of the Contract; and

WHEREAS, the Committee recommended the award of the Contract to three (3) vendors, including the Contractor.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be November 1, 2016. The contract term shall continue in effect until October 31, 2019 (the "base term"). The Township shall have the right to extend this Agreement for an additional two (2) year term following the expiration of the base term.
2. Upon notice from the Township Contractor shall provide the services set forth in Contractor's Proposal dated May 26, 2016 (the "Contractor's Proposal") for IT Network Management Services for an identified special project at the rate of no less than \$125 per hour and no greater than \$175 per hour, as contained therein,.
3. Contractor's performance shall also conform to the specifications described in the Township's RFP; in the event of any conflict between the Contractor's Proposal and the RFP, the RFP shall govern unless the Contractor and Township agree in writing to resolve the conflict in a different manner.
4. Contractor acknowledges and agrees that it does not have exclusive rights to perform IT Network Management Services for any particular special project and that the Township reserves to right in its sole discretion to select among the three (3) vendors recommended by the Committee for any particular special project that may arise.
5. Contractor acknowledges and agrees that the Township provides no guarantees under this Contract to seek IT Network Management Services, but that such service will be provided only on an as needed basis.

6. Contractor hereby agrees to indemnify the Township and save it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement.
7. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk, DiPasquale, Della Fera & Sodono, P.C., 347 Mt. Pleasant Avenue, West Orange, New Jersey 07052. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to MCG, Inc., 65 West 36th Street, Suite 600, New York, New York 10018, or other such address as Contractor may designate in writing to the Township.
8. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Corporation have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
ROBERT D. PARISI,
MAYOR

ATTEST:

MCG, INC.

BY: _____