

1. Conference Meeting Agenda

Documents:

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2. Public Meeting Agenda

Documents:

[PM 5.6.25.PDF](#)

3. Resolution(S)

3.I. 126-25

Documents:

[126-25 RESOLUTION GRANTING PURE NATURAL VIBES A RENEWAL OF ITS LOCAL LICENSE TO OPERATE.PDF](#)

3.II. 127-25

Documents:

[127-25 ADOPTING 2025 COUNTY HAZARD MITIGATION PLAN.PDF](#)

3.III. 128-25

Documents:

[128-25 RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR PRIVATE COLLECTION OF MUNICIPAL COURT DEBT TO TAXSERV - 2025.PDF](#)
[128-25 CONTRACT WITH TAXSERV FOR PRIVATE COLLECTION OF MUNICIPAL COURT DEBT - 2025 \(002\).PDF](#)

3.IV. 129-25

Documents:

[129-25 RESOLUTION APPROVING CLAIMANTS CERT WAIVER.PDF](#)

3.V. 130-25

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3.VI. 131-25

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[131-25 RESOLUTION APPROVING PAYMENT FOR EMERGENCY WORK AT DOGWOOD DRIVE PARKING LOT, WALKWAY, AND ADA DROPOFF](#)

AREA AT BOLAND PARK.PDF
131-25 INVOICE-RIGGI_TOWNSHIPOFWESTORANGE_BOLANDPARK.PDF

3.VII. 132-25

Documents:

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132-25 GREGORY AVE-ORANGE HEIGHTS AVE-CROSSWALK-PLAN.PDF
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132-25 WO_ INDEMNITY AND HOLD HARMLESS AGREEMENT.PDF

3.VIII. 133-25

Documents:

133-25 RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO
EXECUTE A FEDERAL AID AGREEMENT WITH THE NJDOT.PDF
133-25 2024 FEDERAL AID COST REIMBURSEMENT AGREEMENT REV 11-
1-24 (002).PDF
133-25 03 CONSULTANTS DESIGN SERVICES COST PROPOSAL WEST
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3.IX. 134-25

Documents:

134-25 AUTHORIZING SUBMISSION-APPLICATION TO NJ DOT
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3.X. 135-25

Documents:

135-25 RAFFLE LICENSES 5.6.25.PDF

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136-25 AUDIT RESOLUTION.PDF

3.XII. 137-25

Documents:

137-25 RESOLUTION EXTENSION OF CONTRACTS FOR IT NETWORK
MANAGEMENT SERVICES - 2025.PDF
137-25 EXHIBITS TO THE RESOLUTION FOR EXTENSION OF CONTRACTS
FOR IT NETWORK MANAGEMENT SERVICES - 2025 (002).PDF

3.XIII. 138-25

Documents:

[138-25 RESOLUTION CONTINUING THE RETENTION OF GENOVA BURNS
LLC \(002\).PDF](#)

3.XIV. 139-25

Documents:

[139-25 EXECUTIVE SESSION 5.6.25.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2911-25

Documents:

[2911-25 CAPITAL ORDINANCE \(NJDCA GRANT\) 2025 - WEST ORANGE
\(4.8.25\).DOC.PDF](#)

4.II. 2912-25

Documents:

[2912-25 ORDINANCE AMENDING LIQUOR LICENSE FEES - 2025
\(4.10.25\).DOC.PDF](#)

4.III. 2919-25

Documents:

[2919-25 ORDINANCE REVISING TOWING LICENSES REQUIREMENTS TO
ESTABLISH RADIUS FOR TOWING YARD \(4.21.25\).DOC.PDF](#)

4.IV. 2921-25

Documents:

[2921-25 BOND ORD. - 2025 VARIOUS CAPITAL IMPROVEMENTS - WEST
ORANGE \(95204632.1\) \(4.22.25\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2922-25

Documents:

[2922-25 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7
SUBSECTION 29.1 SCHOOL ZONE SPEED LIMIT GREGORY AVENUE.PDF](#)

5.II. 2923-25

Documents:

[2923-25 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7,
SUBSECTION 7-37.1B MUNICIPAL PARKING YARDS METERED
PARKING.PDF](#)

5.III. 2924-25

Documents:

[2924-25 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20
SECTIONS 1.1 ET SEQ.- REVISED.DOC.PDF](#)

5.IV. 2925-25

Documents:

[2925-25 AMEND CH. 25, SECT. 11.10 - OUTDOOR CAFES IN THE B-1, B-2
AND PC DISTRICTS.DOC.PDF](#)

5.V. 2926-25

Documents:

[2926-25 BOND ORD. - IMPROVEMENTS TO ROONEY CIRCLE- WEST
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6. ABC Hearing

6.I. 762-25

Documents:

[762-25 PLACE TO PLACE TRANSFER - 161 MAIN STREET 5.6.25.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, May 6, 2025
Meeting No. 10

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on January 7, 2025, and published in the West Orange Chronicle on January 16, 2025.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Rudin, Councilwoman Scarpa, Council President Krakoviak, Mayor McCartney

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6:30 P.M.

- **Lupus Awareness Month – Butterfly Walkers**
- **Presentation: Daughters of Israel**
- **W.O. Public Library - Phase 2 Engineering Plan-Director Carballo**
- **Presentation: Our Green West Orange**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

REVISED

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

Tuesday, May 6, 2025-Meeting No. 10

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The notice for this meeting was emailed to the Star Ledger and the West Orange Chronicle on **January 7, 2025 and published in the West Orange Chronicle on **January 16, 2025**.**

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.

(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Rudin, Councilwoman Scarpa, Council President Krakoviak, Mayor McCartney

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting April 22, 2025**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bill List**
- 8. *Resolutions**
 - a. 126-25 Resolution Granting Pure Natural Vibes a Renewal of its Local License to Operate a Cannabis Retail Business with the Township of West Orange – 2025 (Legal-Moon)**
 - b. 127-25 Resolution Adopting 2025 County Hazard Mitigation Plan (Legal- Gengaro)**
 - c. 128-25 Resolution Authorizing Award of Contract for Private Collection of Municipal Court Debt to TaxServ (P. Reynolds)**
 - d. 129-25 Resolution Approving The “Waiving” of the Claimant Certifications as Allowable in Certain Circumstances Pursuant to N.J.A.C. 5:30-9A.6(c) And N.J.A.C. 5:31-4.1. (P. Reynolds)**
 - e. 130-25 Resolution of Award to Smith Sondy Asphalt Construction Co., 150 Anderson Avenue, Wallington, NJ 07057, for Roadway Improvements; 23 Walker Road (from Gregory Avenue to S. Valley Road), South Valley Road (from Walker Road to the City of South Orange limits), and Rooney Circle (Carballo)**

- f. **131-25** Resolution Approving Payment to Riggi Paving, Inc., 21 3rd Street, Ridgefield Park, NJ 07660, for Emergency Work at Dogwood Drive Parking Lot, Walkway and ADA Dropoff Area at Boland Park, in an Amount NTE \$81,775.00 without Authorization (Carballo)
- g. **132-25** Resolution Authorizing a Memorandum of Understanding Between the Township of West Orange and the County of Essex with Regards to the Installation and Maintenance of Rectangular Rapid Flashing Beacons (RRFB) at Crosswalks at the Intersection of Gregory Avenue and Orange Heights Avenue Within the Rights of Way Belonging to the County of Essex (Carballo)
- h. **133-25** Resolution of the Township of West Orange, County of Essex, State of New Jersey Authorizing the Mayor and Clerk to Execute a Federal Aid Agreement with the NJDOT (Carballo)
- i. **134-25** Resolution Authorizing the Submission of an Application to the New Jersey Department of Transportation's: Transportation Alternatives Set-Aside Program 2025 for the Pleasantdale Streetscape Project (Carballo)
- j. **135-25** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- k. **136-25** Resolution Authorizing the Certification of the 2023 Annual Audit by the Governing Body (Ditinyak)
- l. **137-25** Resolution Extension of Contracts to Pascack Data Service, Inc., 200 Central Avenue, Suite 100, Hawthorne, NJ, 07506 and Microcomputer Consulting Group, Inc., (MCG) 53 West 36th Street, Suite 404, New York, NY, 10018 for IT Network Management Services at a Rate Specified in the Contract (Legal-Moon)
- m. **138-25** Resolution Continuing the Retention of Genova Burns, LLC, 494 Broad Street, Newark, NJ 07102, for Legal Services Provided to the Township Council in re: Township of West Orange ESX-L-004687-23 (Legal-Trenk)
- n. **139-25 Resolution Authorizing an Executive Session for the Purpose of Discussing Litigation – Specifically In Re: Township of West Orange – Docket No. ESX-L-004687-23 (Krakoviak)**

9. Ordinances on Second and Final Reading

- a. **2911-25** Capital Ordinance Appropriating \$1,000,000 to Pay for Various Improvements and Upgrades to the Oskar Schindler Performing Arts Center in the Township of West Orange, in the County of Essex, State of New Jersey (Ditinyak)
- b. **2912-25** An Ordinance Amending Chapter 11, Section 3.4 of the Revised General Ordinances of The Township of West Orange (License Fees; Maximum Number) (Legal-Moon)
The purpose of this ordinance is to revise the municipal code setting for the license fees for liquor licenses issued by the Township of West Orange. The ordinance sets forth an annual increase of 10% until the fees reach \$2,500.
- c. **TABLED 2919-25** An Ordinance Amending Chapter 5, Sections 32.3 And 32.8 of the Revised General Ordinances of the Township of West Orange (Police-Requesting Towing And Storage Services) (Legal-Moon)
The purpose of this ordinance is to revise the municipal code provision governing the licensing for towing companies operating within the Township of West Orange to extend the radius of the requirement for towing licensee's principal storage yard from a principal storage yard located within the boundaries of the Township of West Orange to a principal storage yard within three (3) miles from the geographical center of the Township of West Orange.
- d. **MOTION FAILED 2921-25** Bond Ordinance Providing for Various 2025 Capital Acquisitions and Improvements, by and in the Township of West Orange, in the County Of Essex, State of New Jersey,

Appropriating \$635,000 Therefore and Authorizing the Issuance of \$605,600 Bonds or Notes of the Township to Finance Part of the Cost Thereof (Ditinyak)

10. Ordinances on First Reading

- a. **2922-25** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-29.1. Speed Limits in General of The Revised General Ordinances of the Township of West Orange (Carballo) **This Ordinance amends Chapter 7, Subsection 29.1 of the Revised General Ordinances. It establishes a 20 M.P.H. speed limit within the Gregory School Zone on weekdays between 8AM-10AM and 3PM-5PM when children are normally present.**
- b. **2923-25** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-37.1b Municipal Parking Yards; Metered Parking, Permit Parking, Time Limited Parking (Carballo) **This Ordinance amends and updates the previous list of Municipal Parking Yards to reflect various changes that have occurred since the last update. During the last revision of the Township Tax Maps, some lots were consolidated under one lot. The West Orange Library changed locations. Other addresses were changed to reflect the address listings of the Township Tax Assessor property list.**
- c. **2924-25** An Ordinance Amending and Supplementing Chapter 20, Streets and Sidewalks, and Subsections 20-1 Et Seq of the Revised General Ordinances of the Township of West Orange (Carballo) **This ordinance amends and supplements Chapter 20 Streets and Sidewalks to supplement permit procedures and general specifications for contractors to excavate streets and sidewalks in the Township. It also outlines the requirement for applicants and contractors to provide a Public Works Contractor Registration Certificate issued by the New Jersey Department of Labor and Workforce Development at the time of applying for a road opening permit. Also, additional application procedures and requirements were added to Section 20.1C to supplement the ordinance.**
- d. **2925-25** An Ordinance Amending Chapter 25, Section 11.10 of the Revised General Ordinances of the Township of West Orange (Outdoor Cafes in the B-1, B-2, and PC Districts) (Legal-Gengaro) **The purpose of this ordinance is to add additional requirements for establishments located in these B-1, B-2, and PC districts to operate an outdoor cafe. This Ordinance shall apply prospectively.**
- e. **MOTION FAILED 2926-25** A Bond Ordinance Providing for Buildings and Grounds Improvements Along Rooney circle, By and in the Township of West Orange, in the County of Essex, State of New Jersey; Appropriating \$2,170,000 Therefore and Authorizing the Issuance of \$2,066,840 Bonds or Notes of the Township to Finance Part of the Costs Thereof (Ditinyak)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **762-25** Resolution Authorizing a Place-to-Place Transfer of Plenary Retail Consumption License No. 0722-33-012-003, on behalf of BK Lobster WO, LLC t/a Hendrix House, 161 Main Street, 1st Floor, West Orange, NJ 07052 (Clerk)

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Please click the link below to join the webinar:

Public Comment – In Person Only

<https://us06web.zoom.us/j/82784363151?pwd=bmmuvibGq7Fw3aJAT0vELw0GBVloGa.1>

Webinar ID: 827 8436 3151

Passcode: 314639

Dial in: 646 931 3860

Next Meeting Date(s): May 20, 2025

Agenda is subject to change.

RESOLUTION

WHEREAS, on April 9, 2024, the Township of West Orange adopted Resolution 117-24 granting a local license to operate a Cannabis Retail Business to Pure Natural Vibes LLC operating at Suite 100 of the property located at: Block 84.01, Lot 60, commonly known as 470 Prospect Avenue, West Orange, New Jersey (the “Location”); and

WHEREAS, the local license granted to Pure Natural Vibes LLC was for a term of one (1) year; and

WHEREAS, Pure Natural Vibes LLC submitted a renewal application for its local license to the Office of the Township Clerk seeking an additional one (1) year license to operate a cannabis retail business within the Township; and

WHEREAS, Pure Natural Vibes LLC began its retail operations on September 28, 2024; and

WHEREAS, Pure Natural Vibes LLC has advised that there are no changes in its renewal application from its initial application for a local license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, hereby determines to be in the best interests of the Township, as follows:

1. The above recitals are incorporated as though set forth at length herein.
2. The renewal application of Pure Natural Vibes LLC for a local license to operate a cannabis retail business within the Township at Suite 100 of the property located at: Block 84.01, Lot 60 (commonly known as 470 Prospect Avenue, West Orange, New Jersey), is in

compliance with the Township's local regulations on cannabis businesses, and is hereby approved.

3. Pure Natural Vibes LLC's Renewal License shall be effective as of April 9, 2025 consistent with the date of its initial local license.

4. The Township Clerk shall promptly provide Pure Natural Vibes LLC and the New Jersey Cannabis Regulatory Commission with a certified copy of this Resolution.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: May 6, 2025

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) recognizes the threat that natural hazards pose to people and property within the Township; and

WHEREAS, the Township has prepared a multi-hazard mitigation plan, hereby known as the 2025 Essex County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Essex County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Township from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Township Council demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Essex County Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Township Council adopts the 2025 Essex County Hazard Mitigation Plan. While content related to Township may require revisions to meet the plan approval requirements, changes occurring after adoption will not require approval by the Township Council to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: May 6, 2025

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:23-6.53, municipalities are authorized to enter into contracts with private collection agencies or firms for the collection of outstanding municipal court debt; and

WHEREAS, the Administrative Office of the Courts (the “AOC”) issued the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt (the “AOC Procedures”) outlining the requirements for private debt collection companies;

WHEREAS, the AOC Procedures authorize a private debt collection company to pursue penalties and fines in certain enumerated categories and authorized to assess an additional fee of up to 22% of the penalty or fine collected; and

WHEREAS, on June 27, 2011, the Township of West Orange (the “Township”) obtained authorization from the Division of Local Government Services to utilize Competitive Contracting, pursuant to N.J.S.A. 40A:11-4.1(k) to evaluate, score and award proposals for the private collection of municipal court debt; and

WHEREAS, the Township Council adopted Resolution #188-11 authorizing the use of competitive contracting for the Private Collection of Municipal Court Debt; and

WHEREAS, following the expiration of the most recent Contract for Private Collection of Municipal Court Debt (the “Contract”), on February 19, 2025, the Township advertised a Request for Proposal (the “RFP”) in the Star Ledger and Township website for a new Contract with a base term of two (2) years with an option to extend the Contract for an additional one-year term; and

WHEREAS, on April 16, 2025, the Township received one (1) proposal in response to the RFP from a vendor who had previously performed the Contract with the Township, TaxServ Capital Services NJ, LLC, 1458 Ingleside Avenue, McLean, VA 22101-3709 (“TaxServ”); and

WHEREAS, TaxServ’s proposal provides for an administrative fee of 18% payable for by all debtors in addition to the collected municipal court debt owed to the Township; and

WHEREAS, the Purchasing Department has prepared an evaluation report pursuant to the Local Public Contracts Law, annexed hereto as Exhibit “A,” recommending the award of the Contract to TaxServ.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township hereby awards the contract for the Private Collection of Municipal Court Debt to TaxServ; and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the Contract and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED, that the original of the Contract between Township of West Orange and TaxServ shall be maintained in the Municipal Clerk’s office.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: May 6, 2025

128-25
May 6, 2025

**CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
TAXSERV CAPITAL SERVICES NJ, LLC FOR THE COLLECTION OF
OUTSTANDING MUNICIPAL COURT DEBT**

THIS AGREEMENT, made this ____ day of May 2025 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

TAXSERV CAPITAL SERVICES NJ, LLC a limited liability company of the State of Virginia having its principal offices 1458 Ingleside Avenue, McLean, VA 22101-3709, hereinafter referred to as “Contractor”.

W I T N E S S E T H:

WHEREAS, pursuant to N.J.S.A. 40:23-6.53, effective January 16, 2010, municipalities are authorized to enter into contracts with private collection agencies or firms for the collection of outstanding Municipal Court Debt; and

WHEREAS, the New Jersey Supreme Court issued Supreme Court Procedures Governing the Private Collection of Municipal Court Debt (the “Supreme Court Guidelines”), annexed hereto and incorporated herein as **Exhibit “A,”** to be administered by the New Jersey Administrative Office of the Courts (the “AOC”); and

WHEREAS, the Township has previously contracted with a private collection agency for the collection of its outstanding Municipal Court Debt and is desirous to continue to contract with a qualified private collection agency for the collection of outstanding Municipal Court Debt; and

WHEREAS, the Township’s prior contract for the collection of outstanding Municipal Court Debt has expired; and

WHEREAS, the Township Council advertised a Request for Proposal for the Private Collection of Municipal Court Debt (the “RFP”) for a new contract term and issued Addendum #1 and Addendum #2 to the RFP, annexed hereto and incorporated herein as **Exhibit “B;”** and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3(b), on May __, 2025 the Township Council adopted Resolution _____ annexed hereto as **Exhibit “C,”** awarding the agreement for the private collection of Municipal Court Debt to Contractor; and

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 June 1, 2025. The contract term shall continue for two (2) years from the commencement date of this Agreement, until May 31, 2025 (“Base Term”). The Township shall have the right to extend this Agreement for an additional one (1) year term (the “Extension”) following the expiration of the Base Term.
2. Contractor agrees that the provisions of the Supreme Court Guidelines shall apply and govern in their entirety.
3. Contractor shall provide the services set forth in Contractor’s Proposal dated April 16, 2025, (“Contractor’s Proposal”), at no cost to the Township. Contractor’s services are incorporated herein in their entirety which include, but are not limited to:
 - a. The minimum standards set forth in Section 3.1.1 of the Township’s RFP, which is incorporated by reference and annexed hereto as **Exhibit “B;”**;
 - b. A comprehensive collection and servicing platform;

- c. A detailed Collection Plan;
- d. A detailed Mailing Plan;
- e. Comprehensive skip-trace services on returned mail;
- f. Software for Contractor and Township municipal court access; and
- g. Comprehensive Reporting.

A copy of the Contractor's Proposal is annexed hereto as **Exhibit "D"**.

4. Contractor shall instruct the debtor to make all payments, including the administrative fee, directly to the Municipal Court of the Township of West Orange ("Municipal Court").
5. The Contractor shall be compensated by the assessment of an administrative fee, which shall be the sole responsibility of the debtor. Administrative fees shall be fixed at 18% of the actual amount collected ("Fee"). The Municipal Court shall forward to Contractor the Fee collected during the previous month within thirty (30) days of each new month.
6. To the extent that Contractor receives a payment in error, Contractor shall immediately notify the Municipal Court of same and shall transfer said payment to the Municipal Court.
7. Any and all documents, including written notices, letters, and telephone scripts ("Collection Documents") to be used by Contractor, are subject to approval by the Municipal Court Judge prior to use. As such, Contractor agrees that it shall not change its Collection Documents without receiving said approval for any Collection Documents already approved by the Municipal Court Judge. Contractor further agrees to make any and all modifications to the Collection Documents as requested

by the AOC and/or by the Municipal Court Judge. All Collection Documents are annexed hereto as **Exhibit “E”**.

8. Contractor hereby indemnifies the Township and saves 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 that are in violation of the Supreme Court Guidelines, the RFP or this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.
9. 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 Isabel Siddiqi & Shahdanian P.C., 290 West Mt. Pleasant Avenue, Suite 2370, Livingston, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Roger Blain, President, TaxServ Capital Services NJ, LLC, 1458 Ingleside Avenue, McLean, VA 22101-3709, with copy to _____ or other such address as Contractor may designate in writing to the Township.
10. To the extent of any inconsistency between the Contractor’s Proposal and this Agreement, this Agreement controls in all respects. To the extent of any

inconsistency between the Contractor's Proposal and the RFP, the RFP shall govern as to that inconsistency over the Contractor's Proposal.

11. 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, R.M.C.
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY
MAYOR

ATTEST:

TAXSERV CAPITAL SERVICES NJ, LLC

BY: _____
ROGER BLAIN
PRESIDENT

Adopted: May 6, 2025

**RESOLUTION APPROVING THE “WAIVING” OF THE CLAIMANT
CERTIFICATION AS ALLOWABLE IN CERTAIN CIRCUMSTANCES PURSUANT
TO N.J.A.C. 5:30-9A.6(c) AND N.J.A.C. 5:31-4.1**

WHEREAS, N.J.S.A. 40A:5-16 requires that the governing body of any local unit shall not pay out any of its moneys unless: (a) The person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct, (Claimant Certification); and (b) The payment carries a written or electronic certification of some officer or duly designated employee of the local unit having knowledge of the facts that the goods have been received by, or the services rendered the local unit, (Certification of Department Head); and

WHEREAS, N.J.A.C. 5:30-9A.6(c) and N.J.A.C. 5:31-4.1 give local units discretion to not require claimant certification under certain circumstances, first where a local unit makes payment through standard EFT technologies or second, where the vendor or claimant does not provide such certification as part of its normal course of business, however the local unit shall have the discretion to require claimant certification as it deems necessary and appropriate; and

WHEREAS, generally, vendors do not provide such certification as part of their normal course of business, which creates confusion and delay in the processing of claims; and

WHEREAS, the claimant certification cannot be waived for the advance or reimbursement of employee expenses, or for services provided exclusively and entirely by an individual (e.g. sole proprietors).

NOW, THEREFORE, BE IT RESOLVED by the Township of West Orange Council, County of Essex, New Jersey, that pursuant to N.J.A.C 5:30- 9A.6(c) and N.J.A.C. 5:30-4.1, the Township of West Orange exercises its discretion to not require claimant certifications except as required for the advance or reimbursement of employee expenses, or for services provided exclusively and entirely by an individual; and

BE IT FURTHER RESOLVED that this resolution shall take effect upon its adoption for all claims paid subsequent to May 6, 2025.

Karen J. Carnevale, R.M.C.
Township Clerk

Joe Krakoviak
Council President

CERTIFICATION

I, Karen Carnevale, Municipal Clerk of the Township of West Orange, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Council meeting held on Tuesday, May 6, 2025.

Karen J. Carnevale, R.M.C.
Township Clerk

Adopted: May 6, 2025

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID
AND ECONOMIC DEVELOPMENT
RECOMMENDATION OF AWARD
STATE AID PROJECT

BE IT RESOLVED

that the Township Council of the Township of West Orange
hereby recommends to the New Jersey Department of Transportation that the contract for
LTPF-23 Walker Road, South Valley Road, & Rooney Circle

(Name of Project)

in the Township of West Orange County of Essex

(Name of Municipality)

be awarded to Smith Sondy Asphalt Construction Co., 150 Anderson Avenue, Wallington,
NJ 07057 whose bid amounted to \$1,879,473.89 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and, on its behalf, the
contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract
with the corporate seal of this body and to attest to the same.

Approved by the Township of West Orange on May 6, 2025.
(Name of Local Government) (Date of Award)

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

I hereby certify funds are available from:

Account No. _____

John C. Ditinyak
Chief Financial Officer

RESOLUTION

WHEREAS, on April 4th, 2025, Riggi Paving, Inc. completed an emergency repair at Dogwood Drive Parking Lot, Walkway and ADA Drop-Off Area at Boland Park; and

WHEREAS, to protect public health and safety, an emergency repair to the parking area and access walkway was required; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on April 2nd, 2025 notified the Administration and Purchasing Agent of the need to perform an emergency contract for this work with an approximate estimated cost between \$75,000.00 to \$85,000.00; and

WHEREAS, it was concluded in order to avoid any accidents to residents and visitors and prevent any tripping hazards found on the sidewalk and parking lot that could result in serious injuries; an emergency contract was issued to Riggi Paving, Inc. who was readily available to mobilize and perform the work; and

WHEREAS, Riggi Paving, Inc. submitted an invoice for the emergency work for Dogwood Drive Parking Lot, Walkway and ADA Drop-Off Area at Boland Park in the amount of \$81,775.00; and

WHEREAS, the Municipal Engineer by letter dated April 23, 2025 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount not to exceed \$81,775.00 without authorization is authorized to Riggi Paving, Inc. for emergency work to repair the Dogwood Drive Parking Lot, Walkway and ADA Drop-Off Area at Boland Park.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: May 6, 2025

I hereby certify funds are available from:

Account No. 03-2704-22-0400-090
FY 2022 Capital Account

John C. Ditinyak
Chief Financial Officer



FRANK RIGGI JR. ♦ 21 THIRD STREET RIDGEFIELD PARK, NJ 07660 ♦ FAX: (201) 944 – 4465
 RIGGIPAVINGINC@GMAIL.COM ♦ WWW.RIGGIPAVING.COM

131-25

DATE: 4/7/25

INVOICE #: 14018

PLEASE SEND PAYMENT TO: 21 Third Street Ridgefield Park, NJ 07660

BILL TO:

Township of West Orange
 25 Lakeside Ave.
 West Orange, NJ 07052

Attn: Jim Williams

DESCRIPTION	AMOUNT
1. Asphalt Pave Paver Block Area: A. Approximately 7,000 sq. ft. (Jim William's measurements). B. Remove and dispose of existing paver block. C. Fine grade area and compact. D. Install 4" stabilize base asphalt to entire area (19.5 m64). E. Install 2" compacted 9.5 m64 surface coarse asphalt to entire area.	\$68,975.00
2. Asphalt Pave Walkway behind Curb: A. Approximately 1,095 sq. ft. and re-route part of path. B. Remove and dispose of existing walkway. C. Re-route part of path due to handicap space added. D. Install additional stone base to entire area and compact. E. Install 2" compacted I-5 surface coarse asphalt to entire area.	\$7,500.00
3. Reconfigure Handicap Area: A. Dig out soil and grade on site. B. Install 6" compacted stone base to area. C. Install 4" compacted 19m64 base asphalt to area. D. Install 2" compacted 9.5 m64 surface coarse asphalt to area.	\$2,900.00
4. Stripe Area as Shown.	\$2,400.00
NJ Sales Tax (6.625%)	\$0.00
JOB LOCATION: Boland Park	TOTAL: \$81,775.00
<i>Thank you, we appreciate your business!</i>	DEPOSIT: \$0.00
PAYMENT TERMS: upon receipt A finance charge of 1.5% per month will be added on all accounts overdue 30 days.	BALANCE DUE: \$81,775.00

RESOLUTION

**AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWNSHIP OF WEST ORANGE AND THE COUNTY OF ESSEX WITH
REGARDS TO THE INSTALLATION AND MAINTENANCE OF
RECTANGULAR RAPID FLASHING BEACONS (RRFB) AT CROSSWALKS
AT THE INTERSECTION OF GREGORY AVENUE AND ORANGE HEIGHTS AVENUE
WITHIN THE RIGHTS OF WAY BELONGING TO THE COUNTY OF ESSEX**

WHEREAS, the Township of West Orange desires to improve safety for residents and students along Gregory Avenue, an Essex County Road, north of Walker Road in the vicinity of the Gregory School located at the intersection of Gregory Avenue and Walker Road; and

WHEREAS, the Township of West Orange wishes to install and maintain rectangular rapid flashing beacons (RRFB) and associated curb ramps and striped crosswalk within rights of way belonging to the County of Essex along Gregory Avenue at its intersection with Orange Heights Avenue; and

WHEREAS, the County of Essex requires that the Township of West Orange submit a certified copy of a resolution approved by the governing body of the Township of West Orange indicating that the Township of West Orange will Hold the County of Essex harmless from any claims or actions of law directly resulting from the installation and maintenance of said rectangular rapid flashing beacons (RRFB) and associated curb ramps and striped crosswalk.

WHEREAS, Mayor Susan McCartney and her Administration support the request to install and maintain and further authorizes the Township of West Orange and its contractors to install and maintain rectangular rapid flashing beacons (RRFB) including associated curb ramps and crosswalk within rights of way all belonging to the County of Essex;

WHEREAS, the Township Council of the Township of West Orange concur with and support the request.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor, Township and Clerk and Business Administrator or designee are hereby authorized to execute on behalf of the Township by the Township Council of the Township of West Orange, a Memorandum of Understanding with the County

of Essex for any claims directly arising from the Township of West Orange's use of rectangular rapid flashing beacons (RRFB), curb ramps and crosswalk and rights of way all belonging to the County of Essex for the purpose of installing and maintaining rectangular rapid flashing beacons and equipment and associated curb ramp and crosswalk improvements;

BE IT FURTHER RESOLVED, that copy of this resolution and executed Memorandum of Understanding with the Hold Harmless and Indemnification Provision shall be filed with the Municipal Clerk's Office and submit a certified copy of this Resolution to the Essex County Engineer and Public Works Director, Sanjeev Varghese.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, do hereby certify this document to be true copy of the original which is on file in my office.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Adopted: May 6, 2025

**MEMORANDUM OF UNDERSTANDING POSTING OF
TOWNSHIP EQUIPMENT ON COUNTY PROPERTY AND
RIGHTS OF WAY**

This Memorandum of Understanding between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey (hereafter "Township"), located at 66 Main Street, West Orange, New Jersey 07052, the Township's Department of Public Works, and the directors, officers, employees and agents of each, and the **COUNTY OF ESSEX** (hereafter "County"), located at 465 Dr. Martin Luther King, Jr., Boulevard, Newark, New Jersey 07102, contains the entire understanding of the parties as follows:

WHEREAS, the Township's Department of Public Works, intends to promote public safety for residents and students along Gregory Avenue; and

WHEREAS, in order to address public safety concerns, the Township and the County propose to engage in a joint initiative whereby the Township's Department of Public Works may install and maintain rectangular rapid flashing beacons (RRFB) and within rights of way all belonging to the County. The improvements will include associated curb ramps and striping of a crosswalk across Gregory Avenue.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do agree as follows:

**SECTION I
TERM**

The initiative shall become effective upon execution by the Township's Mayor and Director of Public Works and shall continue until either side terminates this Memorandum of Agreement under the provisions of Section IV below.

**SECTION II
DUTIES**

The installation, operation, maintenance, and removal (if necessary) of the Township's rectangular rapid flashing beacons (RRFB) and equipment on the County's property shall be the exclusive duty and responsibility of the Township, its elected officials, department heads, officers, agents, servants and employees. At all times during the life of this Memorandum shall the rectangular rapid flashing beacons (RRFB) and equipment remain the property of the Township. The duty of the County shall

be to cooperate with the Township to ensure that the Township has access to rectangular rapid flashing beacons (RRFB) and equipment on an "as-needed" basis. These duties and responsibilities of this Agreement shall be subject to the protocols, directives and decisions of the Business Administrator of the Township of West Orange, and the County Executive of Essex County, or their respective designees.

SECTION III HOLD HARMLESS PROVISION

In consideration of the use of Essex County Rights of Way for the installation and maintenance of rectangular rapid flashing beacons (RRFB) from the date of the Township's execution in perpetuity or until this Agreement is terminated under the provisions of Section IV below, the Township and its Department of Public Works agree to indemnify and save harmless the County of Essex, its elected and appointed officials, directors, department heads, officers, agents, servants and employees, against any and all liability, claims, judgments, demands, attorney's fees and expenses, arising out of, or related to, or in connection with the initiative to install, operate, maintain and remove (if necessary) the Township's rectangular rapid flashing beacons (RRFB) and equipment on the County's property and rights of way, including but not limited to claims based upon negligence by the way of commission or omission on the Township, its Department of Public Works, or its elected officials, department head, officers, agents, servants and employees. This indemnification shall include but is not limited to any third-party claims, demands, causes of action, judgments, costs of litigation (including reasonable attorney fees) for bodily injury, death, personal injury and/or property damage occurring as a result of the Township's equipment being on the premises in whole or in part. This indemnification does not extend to liability arising from the intentional, tortious, or negligent acts or omissions committed by the elected and appointed officials, directors, department heads, officers, agents, servants, and employees of the County, nor any condition of the rights of way owned or operated by the County of Essex that are not directly related to the Township's installation and maintenance of rectangular rapid flashing beacons (RRFB) and equipment.

SECTION IV TERMINATION

The parties agree that any other initiative memoranda of understanding or agreement(s) executed between the parties shall be null and void after execution of this memorandum and that this memorandum shall be in full force and affect upon its execution. The parties agree that either party may cancel this memorandum of understanding upon thirty (30) days written notice of termination. Upon termination, the Township shall remove all equipment from the County's property and rights of way within sixty (60) days.

SECTION VI
ENTIRE CONTRACT

This memorandum sets forth all covenants, promises, agreements, conditions, and understandings between the parties. There are no oral agreements or understandings between the parties hereto affecting or modifying this agreement.

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed on this day _____ of _____, 2025.

Attest:

The Township of West Orange:

Karen J. Carnevale, R.M.C
Municipal Clerk

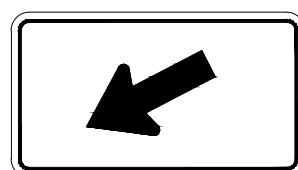
Susan McCartney
Mayor



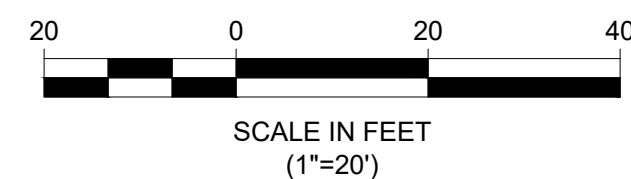
36"x36"
S1-1
N.T.S.



36"x24"
W16-9P
N.T.S.



24"x12"
W16-7PL
N.T.S.



REVISIONS	BY	DATE

CONCEPT PLAN

CROSSWALK LOCATION
GREGORY AVENUE (CR-577)
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NJ



PROJECT NO. 240344
BRIGHT VIEW ENGINEERING, LLC.
70 SOUTH ORANGE AVENUE, SUITE 109
LIVINGSTON, NJ 07039
BrightViewEngineering.com
T: 973.228.0999

JOSEPH A. FISHINGER JR., P.E.
NJ LIC. NO. 46134 DATE

SHEET 1 OF 1
BRIGHT VIEW ENGINEERING, LLC
70 SOUTH ORANGE AVENUE, SUITE 109
LIVINGSTON, NJ 07039
BrightViewEngineering.com
T: 973.228.0999
CERT. OF AUTH. No.: 24GA28283000



Bright View Engineering
Moving you forward

132-25

March 21, 2025

VIA (E-MAIL)
zcarballo@westorange.org

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Crosswalk Evaluation
Gregory Avenue & Orange Heights Avenue
West Orange Township, Essex County, New Jersey
BVE Project No.: 240344

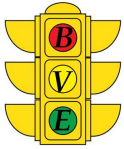
Dear Ms. Carballo:

Bright View Engineering (*BVE here-in*) was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of a potential demarked crosswalk at the intersection Gregory Avenue & Orange Heights Avenue. BVE visited the location to determine the viability of a marked pedestrian crossing including existing sight lines, potential construction conflicts, and other potential hazards to providing a safe and ADA-compliant pedestrian route across Gregory Avenue.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



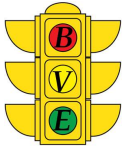
EXISTING CONDITIONS

Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

The intersection of Gregory Avenue & Orange Heights Avenue is a 3-legged unsignalized intersection. Orange Heights Avenue is STOP controlled at its intersection with Gregory Avenue. We note that Gregory Elementary School is approximately 600 feet away from the intersection. Various utility and stormwater features were found within the intersection area.

Gregory Avenue (CR-577) is north to south which spans approximately 1.64 miles between Luddington Road and Mount Pleasant Avenue through West Orange Township. We are concerned with the section of Gregory Avenue between Luddington Road & Forest Hill Road. The roadway is classified as Urban Minor Arterial and is under Essex County jurisdiction per the available NJDOT Straight Line Diagram (*last inventoried June 2012*). The speed limit on the roadway is posted at 25 MPH. Gregory Avenue provides for an approximate pavement width of 24 feet including 2-foot shoulders in the study area and allows for bi-directional travel via two (2) 12-foot lanes with a solid double yellow centerline. On-street parking is prohibited along both sides of the roadway. Within the study location, a 4-foot sidewalk is present throughout the northbound side of Gregory Avenue. A 4-foot sidewalk is present throughout the southbound side of the roadway from Helen Avenue to Forest Hill Road. Gregory Avenue has a serpentine geometry approximately 75 feet north of Lowell Place and approximately 350 feet south of Lawrence Avenue. The land use along Gregory Avenue is generally residential in nature. We note that Gregory Elementary School is on the southbound side of the roadway.

Orange Heights Avenue is an east to west local roadway which spans approximately 0.28 miles between Gregory Avenue and South Valley Road. There are no NJDOT Straight Line Diagrams for this roadway. There is no posted speed limit along this roadway. It is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. Orange Heights provides for an approximate pavement width of 36 feet. On-street parking is permitted along both sides of the roadway. A 4 feet sidewalk is present along the westbound side of Orange Heights Avenue. The land use along Orange Heights Avenue is generally residential in nature.

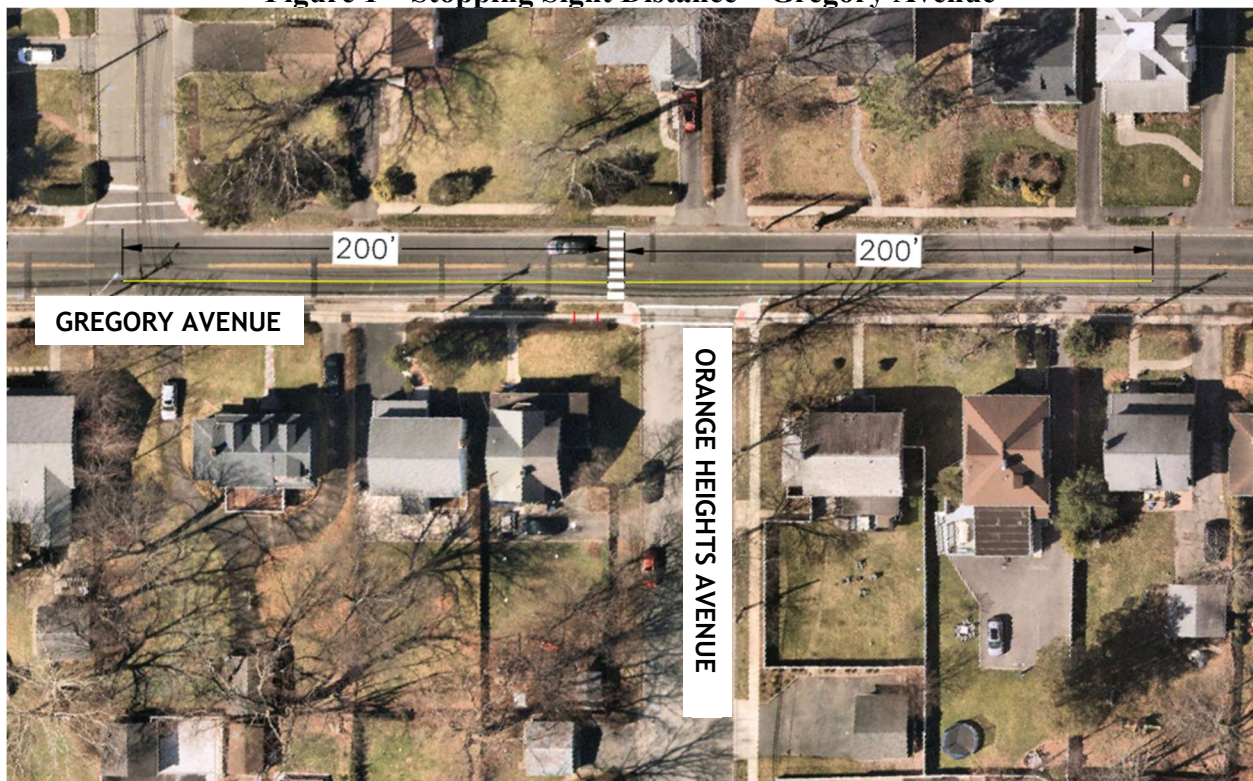


SIGHT DISTANCE

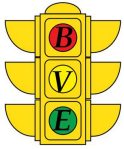
Gregory Avenue at intersection with Orange Heights Avenue

We performed a stopping sight distance analysis for Gregory Avenue at the study intersection. This analysis was performed per the standards set forth within the 2018 AASHTO - A Policy on Geometric Design of Highways and Streets (*The Green Book*). Gregory Avenue has a 25 MPH posted speed limit. Based on Table 3-1 of the AASHTO standards, a design speed of 30 MPH (5 MPH over the posted speed limit) with a leveled terrain will require a stopping sight distance of 200 feet.

Figure 1 – Stopping Sight Distance – Gregory Avenue



From the analysis, we observed that there is adequate stopping sight distance for vehicles on the major-road (Gregory Avenue) to stop for a proposed crosswalk.



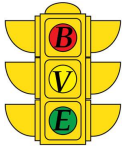
Gregory Avenue & Orange Heights Avenue

We performed a sight distance analysis for the intersection of Gregory Avenue & Orange Heights Avenue. This analysis was performed per the standards set forth within the 2018 AASHTO - A Policy on Geometric Design of Highways and Streets (*The Green Book*). Orange Heights Avenue has no posted speed limit. It is our opinion that a 25 MPH speed limit is appropriate for this roadway. Based on Table 3-1 of the AASHTO standards, a design speed of 30 MPH (5 MPH over the posted speed limit) with a leveled roadway will require an intersection sight distance of 335 feet.

Figure 2 – Sight Distance – Gregory Avenue & Orange Heights Avenue



From the analysis, we observed that there is adequate sight distance for vehicles on the minor-road (Orange Heights Avenue) to turn or cross the major road (Gregory Avenue). There are minimal obstructions such as bushes and tree foliage preventing vehicles from Orange Heights Avenue from observing the entire intersection area.



RECOMMENDATIONS & CONCLUSIONS

CROSSWALK FEASIBILITY

BVE reviewed the existing configuration and recommends that the Township install a crosswalk at this location. Since this is an existing intersection, a legal crosswalk is “present” by statute and adding the crosswalk will connect existing sidewalks. Gregory Avenue has a linear geometry and leveled terrain as approaching its intersection with Orange Heights Avenue. Gregory Avenue has an adequate stopping distance of 200 feet for a proposed crosswalk at the intersection.

CROSSWALK LOCATION

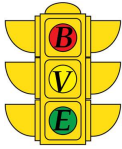
BVE identifies (2) potential configuration for the crosswalk at the intersection of Gregory Avenue & Orange Heights Avenue – Option A is perpendicular to existing southern curb ramp, and Option B is perpendicular to existing northern curb ramp.

Option A – Perpendicular to Orange Heights Avenue Existing Southern Curb Ramp

The west section of Gregory Avenue has an asphalt curb at the study location. Modifications to the existing curb are proposed to meet MUTCD standards for a crosswalk and curb ramp. We note that the proposed crosswalk will be within 25 feet of a private driveway. We recommend that the Township and County reconstruct the curb along the west side of Gregory Avenue and to trim overgrown foliage.

Option B – Perpendicular to Orange Heights Avenue Existing Northern Curb Ramp

We note a second potential configuration for a crosswalk at the intersection of Gregory Avenue & Orange Heights Avenue was evaluated – Perpendicular to the existing northern curb ramp. We observed that crosswalk will interfere with the existing private driveway of 267 Gregory Avenue and is not recommended at this time.

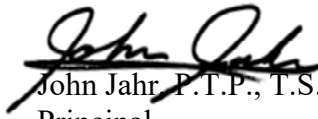


PREFERRED ALTERNATIVE

BVE recommends that the Township & County adopt Option A for design and construction at Gregory Avenue & Orange Heights Avenue. The implementation of the crosswalk is estimated at \$20,000. A conceptual level sketch of Option A are attached for the Township's consideration.

Should you have any questions or require additional information please do not hesitate to contact this office at (732) 236-7557.

Sincerely,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering
NJ P.E. License #46314

Enclosures

Gregory Avenue Crosswalk Concept Plans

JAF/AM

<https://bvengr.sharepoint.com/sites/bvengr/proj/240344-WOT-GregoryAve/7-Reports-Analysis/Gregory Avenue Crosswalk .docxs>



**COUNTY OF ESSEX
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING**

INDEMNITY AND HOLD HARMLESS AGREEMENT

For and in consideration of having been granted a permit for conducting physical improvements within an Essex County Right-of-Way on the Undersigned's premises, the Undersigned hereby indemnifies and holds harmless the County of Essex including but not limited to its Department of Public Works, Division of Engineering and their respective officers, employees, agents, elected and appointed officials from and against any and all claims, judgments, causes of action, costs or expenses asserted against or incurred by them or any of them arising out of any accident or injury sustained by any person(s) at the location during the period and after the expiration of the issued permit occasioned by the work performed by the Undersigned.

The Undersigned agrees and understands that a part of said consideration for this Agreement shall include the Undersigned's promise that any rights to bring suit against the County and any rights to compensation there from on any matters arising from or otherwise related to Undersigned's participation in this improvement have been knowingly and willingly relinquished by the Undersigned under this Agreement.

By affirming his/her signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. The undersigned is authorized and holds the actual authority as the legally authorized owner/representative of the premises to enter into this agreement.

In witness whereof I/we have hereunto set my/our hand and seal the

_____ Day of _____ in the year _____

PROPERTY LOCATION: Crosswalk at Intersection Gregory Avenue and Orange Heights Avenue in West Orange.

TYPE OF IMPROVEMENT — Installation of Rectangular Rapid Flashing Beacons (RRFB),
Crosswalk and Curb Ramps

DATE(S) OF PERMIT: May 2025 - December 2025

Susan McCartney, Mayor

Owner/Representative's Name

Signature of Legally Authorized Owner/Representative

Susan McCartney

Printed Name

RESOLUTION

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE,
COUNTY OF ESSEX, STATE OF NEW JERSEY AUTHORIZING THE MAYOR AND CLERK
TO EXECUTE A FEDERAL AID AGREEMENT WITH THE NJDOT**

WHEREAS, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$155,437.29 for Preliminary Engineering Activities for the Washington Street Corridor Improvement Project (Phase II) from High Street to the limits with the City of Orange; and

WHEREAS, this authorization was based on the scope of work and budget agreed upon by the Township of West Orange and the NJDOT Division of Local Aid; and

WHEREAS, the scope of work in this authorization includes Preliminary Engineering (PE) Activities, and Final Design Activities will be authorized once PE activities have been completed; and

WHEREAS, it is necessary for the Township to enter a design contract between the Township of West Orange and Greenman-Pedersen, Inc. for the Preliminary Engineering (PE) Activities for Phase II of the Washington Street Corridor Improvement Project; and

WHEREAS, work cannot begin until this funding agreement is executed by the NJDOT.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Mayor and Clerk are authorized to execute the attached Federal Aid agreement.

BE IT FURTHER RESOLVED that the Clerk is hereby directed to return three (3) original signed and sealed copies of the attached agreement along with three (3) original signed/sealed Resolutions for execution by the Department of Transportation.

BE IT FURTHER RESOLVED that the NJDOT will receive an initial billing (payment voucher) from the Township for the design project no later than 3 months after the NJDOT has concurred in the award of the construction contract, and will receive subsequent billings in accordance with the terms of the agreement.

Attest and Affix Seal:

Karen Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: May 6, 2025

October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



FEDERAL AID AGREEMENT

Agreement No.: 2025-DT-DLA-511

Contract ID: _____

Local Public Agency (LPA)/Subrecipient: West Orange TownshipCFDA Name and Number: **Highway Planning and Construction 20.205**LPA Unique Entity Identifier Number: QK38C6DQMQ45Contact Name and Phone Number: Mahmood Khandakar (609) 963-1998Project: Washington Street Corridor Improvement Project Phase IIMunicipality: West Orange TownshipCounty: Essex

This Cost Reimbursement Agreement ("Agreement") is made as of the _____ day of _____, by and between the Township of West Orange, having its offices at 25 Lakeside Avenue West Orange, NJ 07052 ("Subrecipient" or "Local Public Agency" ("LPA")) and the New Jersey Department of Transportation, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

WITNESSETH

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to provide federal funding for transportation programs ("federal-aid funds"). These transportation programs including, but are not limited to, the National Highway Performance Program ("NHPP"), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program; and

WHEREAS, the Legislature of the State of New Jersey has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal-aid funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal-aid funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.

WHEREAS, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



WHEREAS, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and state law; and

WHEREAS, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Subrecipient and the State hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms are defined in the manner indicated below:

- 1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.
- 1.2 FHWA: Federal Highway Administration.
- 1.3 USDOT: United States Department of Transportation
- 1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.
- 1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.
- 1.6 Construction Engineering: construction related design services including review of contractor's working drawings, responding to contractor questions regarding design, and reviewing design changes.
- 1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.
- 1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements. The Standard Specifications are incorporated into this Agreement by reference. The Subrecipient shall follow, and cause and ensure all contractors and consultants follow, all applicable provisions of the Standard Specifications.
- 1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

2. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.

**New Jersey Department of Transportation
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3. Agreement Contract Terms

- 3.1 The State hereby awards a grant of federal-aid funds, available on a reimbursement basis, in the amount of \$ 155,437.29 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.
- 3.2 The Period of Performance for this award begins on the date of this Agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 of this Agreement or until, based on inactivity as defined in Section 7.5.2 of this Agreement. The Project shall be completed by 08/31/2028, unless either terminated or extended by written authorization of the State. The Subrecipient shall not charge to the Project Fund costs that are incurred prior to and/or after the Period of Performance unless prior written consent is received from the State and the FHWA. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.
- 3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- 3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:
- 3.3.1.1 The Subrecipient fails to begin expenditure of award funds;
- 3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 of this Agreement even if it is beyond the reasonable control of the Subrecipient.
- 3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.
- 3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.
- 3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.
- 3.3.3 This Agreement terminates on Project Closeout.
- 3.4 Fund Liquidation, Adjustment, and Cancellation.

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- 3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in Section 3.2 of this Agreement.
- 3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.
- 3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.
- 3.6 The Subrecipient shall not proceed with any work on the Project (“Project Work”) for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the NJDOT and the FHWA except as provided in Section 3.3 of this Agreement.
- 3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including but not limited to the Standard Specifications.
- 3.8 Subrecipient shall solicit proposals for all Project Work in accordance with the Brooks Act of 1972 (40 U.S.C. Ch. 11), 2 C.F.R. §§ 200.317-.327, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. Plans and Specifications

- 4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design

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of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the FHWA.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

4.3 For reimbursement of allowable costs, Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 to -22, the NJDOT Right of Way Acquisition Manual and the Standard Specifications.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:

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- 5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
- 5.1.3.2 Associated direct costs of acquisition pursuant to 23 C.F.R. § 710.203, including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages.
- 5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 Design Projects

- 5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.
- 5.2.2 Subrecipient covenants that design work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.
 - 5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:
 - 5.2.2.1.1 Transportation projects other than roads and bridges,
 - 5.2.2.1.2 Projects that intersect State highways,
 - 5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or
 - 5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.
- 5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement.
- 5.2.4 The Subrecipient shall not proceed with any design work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

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- 5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.
- 5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved.
- 5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 49 C.F.R. Part 27, and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed.
- 5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.

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5.3 Construction Projects

- 5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.
- 5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.
- 5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.
- 5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 5.3.5 Subrecipient shall solicit bids for Project Work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. The Subrecipient shall comply with, and cause all bidders to comply with, the applicable Civil Rights and bidding provisions of the Standard Specifications, including, but not limited to, Sections 102.13.01 and 105.02.05. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:
 - 5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
 - 5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.
 - 5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.
- 5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the

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name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

- 5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.
- 5.3.10 Foreign Materials And Equipment. Subrecipient agrees that it will comply and cause its contractor to comply with the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("Buy America"), Pub. L. No. 117-58, §§ 70901-52 and implementing regulations, and § 106.03.2 of the current version the NJDOT Standard Specifications, which sets forth the federal requirements for the use of foreign materials and equipment on Federal-aid projects.
- 5.3.11 Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 49 C.F.R. Part 27 and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. Failure to comply may result in the loss of projects funds.
- 5.3.12 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C. § 1352 prior to execution of any agreement in order to remain eligible for federal-aid funds.
- 5.3.13 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the

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Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

- 5.3.14 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:
- 5.3.15 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- 5.3.16 Maintains familiarity of day to day project operations, including project safety issues;
- 5.3.17 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- 5.3.18 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;
- 5.3.19 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;
- 5.3.20 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.
- 5.3.21 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.
- 5.3.22 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the USDOT/FHWA's official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights' websites.

6. Insurance

- 6.1 Subrecipient shall maintain or cause to be maintained:

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- 6.1.1 General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- 6.1.2 Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
- 6.1.3 Workers Compensation Insurance in the amount required by law.
- 6.2 A copy of each insurance policy shall be made available to the State upon request.
- 6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.
- 6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 7. Disbursement of Project Fund**
 - 7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.
 - 7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate are eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.
 - 7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

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- 7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State's sole discretion.

7.5 Payment Vouchers

- 7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly.
- 7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed "inactive" and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform Project Work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining Project Work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.
- 7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project Work at the time of the award concurrence.
- 7.5.4 Progress Reports will accompany all payment vouchers and shall include:
- 7.5.4.1 A narrative description of Project Work performed during the payment period and any difficulties or delays encountered;
 - 7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;
 - 7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;
 - 7.5.4.4 A comparison, by task, of Project Work performed compared to the schedule, including a percentage of the total Project work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

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7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

7.6 Partial Payments

7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of Project Work completed during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of Project Work completed during any given period, that dispute shall be resolved in accordance with Section 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up the amount equivalent to full payment for Project Work completed within the billing time period. Full payment will be made less non participating costs and or mathematical errors; up to 90% of the budget amount authorized. The remaining 10% will be withheld, until such time the project has been deemed satisfactorily complete. At the sole discretion of the NJDOT, projects with high dollar values may receive a portion of the 10% withholding, provided the Subrecipient has not had any documented problems with the oversight and delivery of a project.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 of this Agreement after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

7.7 Consultants and Contractors

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all Project Work.

7.7.2 All Project Work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.

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- 7.7.3 Subrecipient will be paid the actual, eligible costs for the Project Work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the Project Work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted Project Work completed as shown in the Subrecipient's monthly progress reports.
- 7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 of this Agreement by placing equivalent provisions in their contracts.
- 7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the 23 C.F.R. § 635.116 and the Standard Specifications, including, but not limited to, § 108.01.

8. Conflict of Interest

- 8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with federal requirements. This includes ensuring sufficient controls are in place to protect the public's interest against fraud, waste, and abuse of taxpayer resources.
- 8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same Federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipient must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

9. Liquidated Damages

- 9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the

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contractor's failure to complete Project Work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as Road User Costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

- 9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

10. Audit Requirements

- 10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.
- 10.2 The State, or its agents, shall be entitled to perform an audit at the following times:
- 10.2.1 At any time during the performance of Project Work set forth in this Agreement.
- 10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.
- 10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:
- 10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The

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terms of this Section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

10.3 The Subrecipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from Project Work done or services performed under this Agreement.”

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.

11. Inspection

Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all Project Work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

12. Indemnification

Subrecipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Subrecipient prompt notice thereof. If Subrecipient shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Subrecipient in respect to the claim or matter in question.

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13. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

14. Equal Opportunity

- 14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- 14.2 During the performance of this Agreement, the Subrecipient agrees that it will cause its contractor to comply with the following:
- 14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;
- 14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- 14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 14.2.4 In the hiring of persons for the performance of Project Work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired

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under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the Project Work to which the employment relates;

- 14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of Project Work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- 14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- 14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this Section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this Section of the contract.
- 14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 of this Agreement may be obtained at the preconstruction conference.

15. Nondiscrimination

Subrecipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Subrecipient agrees that:

- 15.1 It will insert the nondiscrimination notice required by the USDOT Standard Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for Project Work or material, and, in adapted form, in all proposals for negotiated agreements.
- 15.2 It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by the Subrecipient with other parties.
- 15.3 It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

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**16. Disadvantaged Business Enterprises**

Subrecipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Subrecipient and any contractor:

- 16.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); and the Transportation Equity Act for the 21st Century (TEA-21), shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal-aid funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.
- 16.2 The Subrecipient and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, , have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

17. No Oral Modifications

- 17.1 This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

18. Notices and Demands

- 18.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.
- 18.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

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If to the State:

Deval Desai, Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Subrecipient:

District 1 -  |
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 810-9120
Fax: (973) 601-6709
Morris, Passaic,
Sussex and Warren

District 2 -  |
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: 862-350-5730
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3 -  |
1035 Parkway Avenue
Trenton, NJ 08625
Phone: (609) 963-2020
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 -  |
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 414-8414
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

If to Subrecipient:

**Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer Department of
Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052**

This Section does not apply to legal notices required by law or Court Rules.

19. Partial Invalidity

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To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

20. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

21. Subject to FHWA Regulations

Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

22. Entire Agreement; Counterparts; Disputes

- 22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.
- 22.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
- 22.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the Project Work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

23. Choice of Law

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

24. Resolution

**New Jersey Department of Transportation
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Federal Aid Cost Reimbursement Agreement**



The Subrecipient shall supply the necessary resolution authorizing the Subrecipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

25. **APPENDIX A** - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.
26. **APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.
27. **APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
28. **APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
29. **APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.
30. **APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.
31. **APPENDIX G** – Project Scope of Work is attached hereto and made a part of this Agreement.
32. **APPENDIX H** – Project Cost Estimate is attached hereto and made a part of this Agreement.

October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Washington Street Corridor Improvement Project Phase II

Municipality: West Orange Township

County: Essex

Agreement Number: 2025-DT-DLA-511

Federal Project Number: 0671301

ATTEST/WITNESSED/AFFIX SEAL:

SUBRECIPIENT(LPA)

Name:
Title

Date

By: _____

Name:
Title

Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF

TRANSPORTATION

Anika James

Date

Department Secretary, New Jersey
Department of Transportation

By: _____

Deval Desai

Date

Director, Division of Local Aid &
Economic Development

October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



[DAG E-Signature Page to be Inserted Once Signed]

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**APPENDIX A****NONDISCRIMINATION**

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the SUBRECIPIENT, agrees as follows:

1. Compliance with Regulations: The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23 C.F.R. § 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
6. (a)Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or
7. (b)Cancellation, termination, or suspension of the contract, in whole or in part.

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8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 26 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**New Jersey Department of Transportation
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APPENDIX B

CERTIFICATION OF SUBRECIPIENT

In executing the Agreement the SUBRECIPIENT'S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

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APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.



APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This Section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

**New Jersey Department of Transportation
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APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT

Name/Title

Name/Title

Date: _____



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the SUBRECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the SUBRECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the SUBRECIPIENT pursuant to this contract will not relieve the SUBRECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

June 24, 2024 **(Updated August 20, 2024)**

Zayibeth Carballo, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ

**Re: NJDOT Transportation Alternatives Program
TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange, Essex County**

Subject: Proposed Scope of Services and Cost Proposal for Preliminary Engineering

Dear Ms. Carballo:

Thank you for the opportunity to provide professional engineering design services for the Preliminary Engineering (PE) phase for the above referenced project. Our scope of services is based on the TA-2023 Application completed by the Township, input received at our online teams scoping meeting on February 12, 2024, an Essex County Washington Street / Watchung Avenue traffic signal meeting on August 19, 2024, and the NJDOT standard network diagram and activity descriptions for the PE project phase.

The Township is looking to complete its goal of increasing pedestrian safety, accessibility, and walkability on Washington Street. This Washington Street Corridor Improvement Project Phase 2 will tie in seamlessly to the already initiated 2020 TAP Washington Street Corridor Improvements Project. This project is looking to improve Washington Street from Liberty Street to Meade Street. The length of the project is approximately 739 linear feet or 0.14 miles. Washington Street is an Essex County roadway, and as the project will make improvements to a County road, the Township has secured the approval of the County of Essex for this project.

The improvements are being made to promote walking and better accommodate pedestrian transit as an alternate travel mode. The application identifies the proposed improvements to include improved crosswalks, signage, new sidewalks and curbs, ADA-compliant curb ramps, detectable warning surfaces, flashing speed limit signs, flashing pedestrian crossing signs, enhanced lighting, street trees, bicycle racks and trash receptacles. Deficient curb ramps, concrete driveway aprons and sidewalks will be replaced to conform with ADA requirements. Proposed improvements will be consistent with previously completed streetscape projects by the Township.

The intersection of Washington Street and Watchung Avenue is a signalized intersection. Traffic signal and intersection improvements are excluded from this project. Traffic signal and intersection improvements are being completed under a current Essex County Local Safety Project. As a result of communications with Essex County regarding the County signal project, it was determined that the curb line along Washington Street could not be relocated, and existing curb line would remain. This is a minor change to the scope of work listed in this project's application.

The proposed project strongly aligns with the Township's most recent Master Plan recommendation that the design and engineering of streets and roadways in West Orange give appropriate emphasis on creating quality streetscapes, access ways, visual corridors, buffers, and related physical improvements.

The project will be advanced in compliance with the Federal requirements for environmental protection by following the NEPA process, requirements for historic preservation under the Section 106 process, and policies to protect publicly owned parks under Section 4(f). Federal compliance will be documented in the Categorical Exclusion Document (CED) prepared during Preliminary Engineering.

Scope of Services

GPI will perform the activities as described within this scope of services. It is understood that these activities will be directed by the Township of West Orange. The activities are more specifically described as follows:

Project Management: Scope Development, Budget, Schedule, and Invoicing – GPI will prepare and submit to the Township a baseline schedule in an agreed upon format for approval or comment. We will update the schedule on a monthly basis for the duration of this project.

GPI will submit a progress report with each invoice that will detail the following:

- ✓ Activities completed to date with the current invoice period highlighted
- ✓ A summary of the costs incurred to date and the percentage of project complete
- ✓ Confirmation of upcoming submittals and possible scheduling conflicts
- ✓ Any unanticipated cost and/or activities not included in these scope of services
- ✓ Responses required from the Township or NJDOT Local Aid
- ✓ Anticipated work during the next invoice period

It is understood that the Township will not process any submitted invoices unless the above information is attached to the same. It is the Township's responsibility to prepare and submit payment vouchers and required forms to NJDOT Local Aid office for reimbursement.

This activity will also include attending and preparing minutes of one (1) coordination meeting during PE development.

PE is expected to be completed in nine (9) months' time from notice to proceed. The following summarizes the activities associated with this scope of services based on the NJDOT Activity Descriptions Manual and as modified for this specific design assistance project that are to be performed by GPI and our subconsultants:

Activity No.	Activity Description
3008	Wetlands Delineation
3015	Prepare Survey Control Report
3020	Conduct Topographic Survey
3025	Prepare Base Maps
3030	Prepare Horizontal and Vertical Geometry
3035	Prepare Utility Base Plans
3045	Send Utility Verification Request Letter
3055	Update Base Plans and Identify Conflicts

Activity No.	Activity Description
3070	Prepare Preliminary Roadway Plans
3085	Prepare Preliminary Drainage Design
3090	Determine Traffic Engineering Facility Locations
3115	Initiate ROW Impact Plan
3130	Update Preliminary Detour / Construction Staging Plans
3135	Prepare Construction Cost Estimate
3160	Prepare Draft PE Report
3205	Township and NJDOT Reviews Draft PE Report
3865	Hold Public Information Center
3870	Prepare Categorical Exclusion Document

Delineate Wetlands (3008): This task is necessary to confirm the presence / absence of regulated wetlands and the wetlands classification and associated transition area to identify the need (or not) for an NJDEP Freshwater Wetlands Permit. GPI will conduct a wetlands investigation of the area of improvements near Watson Avenue and Liberty Street. If wetlands are identified, we will delineate the wetlands and identify the potential width of the wetland transition areas for survey and mapping by our project surveyor. We will perform a preliminary investigation within 150 feet of the project area to identify the approximate location of wetlands and wetland transition areas on the subject site. Application for a Freshwater Wetlands Letter of Interpretation is excluded from this scope of work. Any potential FWW permits will be identified in the Preliminary Engineering report. Should FWW permits be required, this work will be under Final Design phase.

Prepare Survey Control Report (3015): GPI's subconsultant, MFS Consulting Engineers & Surveyors (MFS), will perform the control survey and prepare the survey control report following NJDOT standards. Information from this report will be used to recover survey control points for use in supplementary surveys for the project and for construction. GPI will coordinate survey activities with preliminary design activities and perform a QA review of the report.

Please refer to MFS's Scope of Services and Estimate which is attached for more information.

Conduct Topographic Survey (3020): GPI will provide management and coordination with our subconsultant, MFS, who will conduct the topographic survey within the project limits. The topographic mapping will document the site's existing conditions including baselines, centerlines, right-of-way lines, drainage and sanitary systems, striping, utilities, control points, and elevations. Topographic mapping will be established by field survey extending approximately 10 feet beyond ROW, including driveways and parking lots and approximately 100 feet from centerline of Washington Street onto intersecting side streets. Physical features such as signs, utilities including valves, pole #, manholes, etc. will be identified and added to the mapping. We will survey monuments as discovered in the field so adjacent property boundaries can be re-established. MFS will also prepare a ROW deed mosaic within the project area as part of the Prepare Base Map task Activity 3025.

Where commercial and residential buildings are set near the right-of-way line, MFS will perform a physical survey of the concrete slabs located immediately adjacent to the buildings. The survey will tie down the horizontal and vertical location of doorway openings, the sidewalk joint(s) at the front of the buildings and the adjacent joints.

GPI will request copies of County right-of-way mapping and road return documents, to be corroborated with field evidence recovered by the field surveyors to establish the existing right of way. GPI to perform a QA of MFS's mapping products.

The location of underground utilities will be provided by utility companies on base map markups as part of activity 3055 described below. GPR, electro-magnetic surveying and test pits or any other means for locating underground utilities is not included in this PE scope. A limited Subsurface Utility Engineering (SUE) program is included in the Final Design (FD) scope and fee proposal.

Please refer to MFS's Scope of Services and Estimate which is attached for more information.

Prepare Base Maps (3025): GPI will manage and coordinate with our subconsultant, MFS, who will prepare the base maps which will depict in detail the required existing topography. The base maps will also include the baseline information and existing right-of-way as determined by field evidence and deed mosaic. This data is to be provided in accordance with Article 51 Standards and Procedures. GPI to perform a QA of MFS's work to check that survey is in accordance with project scope and needs.

Please refer to MFS's Scope of Services and Estimate which is attached for more information.

Prepare Horizontal and Vertical Geometry (3030): GPI will layout and calculate the horizontal and vertical geometry of the proposed sidewalk and streetscape improvements. The proposed geometry will be tied to the project baseline with proposed work and the project footprint defined over the base mapping to produce an accurate depiction of the project impacts. The proposed improvements will be designed to be ADA compliant where ramp grades will be 8% maximum, a minimum five (5) foot square passing space will be provided at intervals no greater than 200 feet, and cross slopes will not exceed 2%. Where sidewalks and curb ramps cannot be designed to ADA standards, variations from ADA compliance will be documented with a "Technically Infeasible Form" (TIF). Driveway grades will be corrected where the walkway portion of the driveway aprons do not meet ADA requirements and exceed 2% cross slope. We will develop critical cross-sections to identify slope impacts at locations that may result in right-of-way, utility, or environmental impacts. Streetscape improvements will extend from the curb line and, to the extent feasible, will remain within the existing right-of-way.

Potential complications with curb extensions include:

- Conflicts with existing utilities
- Relocation and modifications with existing drainage structures and conveyance piping
- Altering top and bottom of curb elevations and sidewalk cross slope
- Altered drainage paths
- Substandard turning movements for larger design vehicles

GPI will develop no more than three (3) typical sections to depict the proposed streetscape improvements showing and dimensioning roadside details such as curb, landscaping areas, sidewalk, utility poles, adjacent buildings, cut and fill slopes, and right-of-way line.

Prepare Utility Base Plans (3035): GPI will prepare utility base plans from the field survey data and topographic mapping to show existing surface utility facilities.

Send Utility Verification Request Letter (3045): GPI will establish utility contacts and submit the verification request letter and a set of the utility base plans to each utility company to identify their existing facilities on the utility base plans. We anticipate that this letter will be sent to no more than eight (8) utility companies.

Update Base Plans and Identify Conflicts (3055): GPI will coordinate with the affected utility companies and incorporate the collective utility owner comments onto the base maps. We will review the existing utilities to

identify potential utility conflicts between existing utility facilities and proposed design elements such as new street light pole foundations.

Prepare Preliminary Roadway Plans (3070): GPI will prepare the preliminary roadway plans at 1"=20' scale. The plans will include the horizontal and vertical geometry of new replacement curbs, sidewalk and ADA curb ramps, driveway aprons, limit of disturbances, planting areas, signing, replacement pavement markings and streetscape improvements throughout the corridor. Roadway improvements are limited to pavement repair strips for new curb and potential drainage improvements. No other roadway improvements are anticipated.

Prepare Preliminary Drainage Design (3085): GPI will delineate existing and proposed tree cover, lawn, and impervious surfaces for the purpose of identifying whether the project is a "major development" under the current NJDEP Stormwater Management Rules (SWM). It is assumed that the project will be designed to disturb less than one acre of land and will increase impervious surfacing and/or Motor Vehicle Surfacing (MVS) by less than ¼ acre. As such, it is assumed that the project will not be classified as a "major development" and will not have to comply with the NJDEP SWM rules.

Where existing drainage structures conflict with proposed curb, sidewalk and/or ADA curb ramps, GPI will develop the drainage relocation design. Relocations are anticipated to be minor and will maintain the existing drainage system to the maximum extent practicable to limit SWM and permitting implications. No hydraulic analysis will be provided.

We will also conduct a rainy-day survey to identify any existing ponding issues within the right-of-way or adjacent properties with a focus on identifying and correcting any low spots in the vicinity of curb ramps and crosswalks. Drainage work will be limited to minor corrections to gutter grades to avoid ponding in crosswalks. Upgrades to stormwater drainage systems is not anticipated.

A cursory review of FEMA mapping reveals that a watercourse (North Branch Wigwam Brook) crosses the project area in the vicinity of the Liberty Street/Washington Street intersection. The watercourse is an open channel beyond the ROW and confined to a piped culvert within the public ROW of Washington Street and Liberty Street. There is potential for flood hazard area, riparian zones and wetland transition zones within the project area and may be within NJDEP jurisdiction. GPI will delineate the environmental constraints with available NJDEP GIS and FEMA data and provide a map for inclusion in the PE report.

GPI will determine whether the proposed impacts will qualify for one or more NJDEP FHA Permits by Rule (PBR). To qualify for PBRs the project must not be a "major development" under the NJDEP SWM Rules.

Assumptions: The following assumptions are related to Task 3085

1. The project is not anticipated to disturb more than one acre of land or increase impervious surface and/or Motor Vehicle Surfacing (MVS) by more than ¼ acre. As such, the project will not be classified as a "major development" and not subject to comply with the State NJAC 7:8 and municipal stormwater management rules.
2. Drainage design is limited to maintaining existing drainage patterns. Therefore, analysis of gutter spread and pipe capacity for existing conditions is excluded from this scope.
3. Hydraulic computations and a drainage design report will not be required.
4. Upgrades to existing drainage structures will consist of relocation for sidewalk and curb extension, replacing existing casting(s) with bicycle safe grates and meeting current NJDOT standards.
5. Permitting and regulatory compliance assessments will be based on the current NJDEP SWM Rules NJAC 7:8 (3/3/2020 adoption, 7/17/2023 operative date), NJDEP Flood Hazard Area Control Act and NJDEP

Freshwater Wetlands Protection Act Rules as of the date of this proposal. This proposal does not include work to conform to subsequent rule changes after date of this proposal.

6. Application to NJDEP for Flood Hazard Area (FHA) and NJDEP Freshwater Wetlands (FWW) are excluded from this proposal. Should FHA or FWW permits or verifications be required this work will be included as part of Final Design (FD) phase.

Determine Traffic Engineering Facility Locations (3090): GPI will prepare preliminary level plans for the layout of decorative lighting, guide signs and regulatory traffic control devices. The preliminary lighting design will include coordination with the Township and PSE&G to determine the requirements for a PSE&G owned decorative lighting system. GPI will perform a lighting analysis using Visual lighting software to determine the appropriate spacing of the decorative luminaires based on the AASHTO Roadway Lighting Design Guide criteria. It is anticipated that concrete light pole bases and conduits for the PSE&G owned lighting system will be reimbursable construction items.

Initiate ROW Impact Plan (3115): The proposed streetscape improvements will be located within the public right-of-way to the extent feasible. The ROW Impact Plan will document any locations where it is necessary for sidewalk improvements to extend outside the right-of-way to meet ADA design requirements. Easements to perform work on private property will be secured with right-of-access agreements obtained during final design.

Update Preliminary Detour and Construction Staging Plans (3130): GPI will prepare the preliminary construction staging plans. The plans will be generally schematic in nature. We do not anticipate indicating MPT devices and signs on the plans for this phase. As the work in the project is typically off the roadway, we anticipate construction can be accommodated by typical MUTCD and NJDOT set ups and details. Vehicular detours are not anticipated or included in our scope of work; however, one direction of travel detour during working hours may improve safety within the work zone. While pedestrian detours will be required, temporary signals, modification of existing signals or other electrical work is not anticipated.

Prepare Construction Cost Estimate (3135): GPI will prepare the Construction Cost Estimate using NJDOT Bid information, results from prior similar projects and the plans developed during PE. The Construction Cost Estimate is necessary to properly program construction funds for the project. We will submit the Construction Cost Estimate to the Township and NJDOT Local Aid for review and comment.

Prepare Draft Preliminary Engineering Report (3160): GPI will prepare and submit the Draft PE Report for Township and NJDOT review. Washington Street is under County's jurisdiction so the Draft PE Report will also be submitted to Essex County for their review and comment. The Draft PE Report will also be shared with the NJDOT Bureau of Environmental Program Resources (BEPR) to support the review of the Environmental Document. GPI will use the NJDOT PE Report template as a guide for the items to be included in the Draft PE Report, aside from those listed in assumptions below, which are not relevant to the project.

Assumptions: The following items normally associated with the Capital Project's NJDOT PE Report template will not be prepared as a part of Activity 3160, as they are not relevant to the project and not required as per Local Aid Federal project handbook:

1. Design Exception Report
2. Alternatives Analysis Report
3. Complete Streets Checklist
4. Design Communications Report
5. Risk Register
6. Updated Utility Risk Assessment Plan

7. Draft Management Plan
8. Final Design Public Involvement Action Plan
9. Final Design Scope Statement
10. Preliminary Engineering Quality Certification

Township and NJDOT Reviews Draft Preliminary Engineering Report (3205): It is anticipated that the Township and NJDOT will review the Draft Report and provide comments for incorporation in the Report. County comments on the Draft PE Report will be provided to the Township and discussed with the Township to determine resolution of the comments. We will address all comments and resubmit the PE Report to the Township and NJDOT for forwarding to FHWA, if necessary, for review and approval.

Hold Public Information Center (3865): GPI will attend and prepare the mailing list, the handout, presentation material and minutes with attached sign-in sheet for one (1) anticipated Public Information Center (PIC). Notice letters will be mailed via standard USPS by GPI (not certified). The goal of the PIC is to obtain public input on the PPA. The PIC is a community outreach forum to develop a partnership with the public. The public is a stakeholder, along with local and state officials, and public interest groups.

It is anticipated that the Township will review the PIC handout and mailing list. The presentation material may include: an aerial of the study area, preliminary plans, existing and proposed typical sections, environmental concerns, and construction staging. It is anticipated that the Township will secure the meeting facility for the PIC, meeting. If requested by the Township, the PIC will be held virtually. A virtual public information center (VPIC) would be a prerecorded video with a slide presentation illustrating the project need, proposed improvements and anticipated benefits. The video can be available in more than just the English language. The video is to be available for viewing for at least a two-week period to allow the public to view at their convenience. The Township would host the link to the VPIC or, if Township prefers, GPI will host a project website with a Township link to website.

Prepare Categorical Exclusion Document (3870): GPI anticipates completing Sections I and II of the Categorical Exclusion Document and submitting the same to NJDOT Local Aid who will forward it to BEPR for completion. GPI will provide a shapefile (.shp) delineating the limit of disturbance (LOD) for the project, along with a separate shapefile encompassing the LOD and each parcel directly adjacent to the project. Additionally, GPI will provide BEPR with a summary detailing the necessity and locations of all new impervious surfaces and new ground disturbances, as well as permanent and temporary impacts associated with the project.

GPI recognizes that this task typically requires a long lead time for the NJDOT BEPR unit to finalize and therefore will make every effort to complete the required documentation early in the PE Phase to mitigate any potential delays. The grant name will be used as the name of the project in the CED.

PE Assumptions: The following general assumptions are in addition to those stated in the previous activity descriptions for this task order:

- Proposed streetscape improvements will be located within the right-of-way. Authorization to perform work outside the right-of-way will be provided in Right-of-Entry (ROE) documents signed by property owners, obtained during FD.
- The required CED will be prepared by NJDOT BEPR with input from GPI on Sections I and II.
- A Cultural Resource Study Phase IA is not included in this scope of services. Any coordination with the NJDEP to secure permits or approvals requiring a Phase IA will be conducted by NJDOT BEPR and SHPO.
- Green Acres coordination, if required, will be conducted by NJDOT BEPR and NJDEP.

- Hazardous waste investigations and studies, if necessary, are to be performed by NJDOT and therefore not included in this scope of services.
- A Design Exception Report is not required and therefore preparation of the same is not included in this scope of services.
- Modifications will not be required to the existing roadway profile or roadway cross slopes. Roadway improvements will be limited to the curb relocation and associated pavement repair strip.
- As this is a Township led project, we do not anticipate the need to establish utility funding and therefore this activity is not included in this scope of services.
- Wayfinding is not included in the project scope.
- Driveway widths and locations will not be modified.
- CADD drawings and design will be produced in AutoCAD C3D.

Cost Estimate – A copy of the proposed costs for the aforementioned services is attached.

We would be happy to discuss this scope of services with you, at your convenience. Thank you for the opportunity to provide professional engineering design services to the Township of West Orange.

Sincerely,

Greenman-Pedersen, Inc.



Andrew Cangiano, PE, CME
Director of Engineering -Morris Plains Office
301 Gibraltar Drive Suite 2A
Morris Plains, NJ 07950
Phone: 973.434.8349
Email: acangiano@gpinet.com

Township of West Orange
NJDOT Transportation Alternatives Program (TAP) Design Assistance Program
TAP - 2023 - Washington Street Corridor Improvement Project Phase 2
PRELIMINARY ENGINEERING FEE SUMMARY
June 24, 2024 (Revised August 20, 2024)

Activity	Activity No.	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Total Hours	Total
Maximum Hourly Rate:		\$127.72	\$111.76	\$107.12	\$106.09	\$77.25	\$45.32	\$104.03	\$57.68		
Average Hourly Rate:		\$110.95	\$97.18	\$81.96	\$68.21	\$49.04	\$38.93	\$77.35	\$46.51		
Project Management: Scheduling and Coordination	-	16	2	27	0	0	0	0	0	45	\$4,182.48
Prepare Survey Control Report	3015	0	0	4	0	0	0	0	0	4	\$327.84
Conduct Topographic Survey	3020	2	0	0	2	0	2	0	0	6	\$436.18
Prepare Base Maps	3025	0	0	0	2	0	6	0	0	8	\$370.00
Prepare Horizontal and Vertical Geometry	3030	2	8	8	16	0	20	0	0	54	\$3,524.98
Prepare Utility Base Plans	3035	0	0	0	0	10	4	0	0	14	\$646.12
Send Utility Verification Request Letter	3045	0	0	3	0	0	0	0	4	7	\$431.92
Update Base Plans and Identify Conflicts	3055	0	4	8	0	0	16	0	0	28	\$1,667.28
Prepare Preliminary Roadway Plans	3070	2	6	16	20	28	40	8	8	128	\$7,401.74
Prepare Preliminary Drainage Design	3085	2	6	12	16	20	16	0	0	72	\$4,483.54
Determine Traffic Engineering Facility Locations	3090	2	2	8	0	0	16	0	0	28	\$1,694.82
Initiate ROW Impact Plan	3115	2	2	8	0	18	20	0	0	50	\$2,733.26
Update Preliminary Detour / Construction Staging Plans	3130	2	0	4	6	6	16	0	0	34	\$1,876.12
Prepare Construction Cost Estimate	3135	0	0	4	0	8	0	0	0	12	\$720.16
Prepare Draft PE Report	3160	2	6	8	8	8	0	0	0	32	\$2,398.66
Township & NJDOT Reviews Draft PE Report	3205	2	0	2	0	4	0	0	0	8	\$581.98
Hold Public Information Center	3865	8	0	8	0	16	0	0	4	36	\$2,513.96
Prepare Categorical Exclusion Document	3870	2	4	6	0	0	8	0	0	20	\$1,413.82
Delineate Wetlands	4360	0	0	4	2	24	0	6	0	36	\$2,105.32
Total Hours		44	40	130	72	142	164	14	16	622	
Total \$		\$4,881.80	\$3,887.20	\$10,654.80	\$4,911.12	\$6,963.68	\$6,384.52	\$1,082.90	\$744.16		\$39,510.18

Notes:

1. Actual hourly rates of individuals working on the project will be billed and may be above or below the average hourly rate listed.
2. Hourly rates are as of 07/01/2024.
3. Mileage: of 750 miles x \$0.67= \$502.50, say \$500.00

Labor	\$39,510.18
x 1.6341 Overhead	\$64,563.59
Fixed Fee (22.5% Labor)	\$8,889.79
Mileage	\$500.00
Printing / Postage / misc.	\$500.00
GPI Total	\$113,963.56

Subconsultants:	MFS (DBE)	\$41,473.73	(see attached MFS proposal)
	Grand Total	\$155,437.29	

***NJDOT Transportation Alternatives (TAP) Design Assistance Program
TAP - 2023 - Washington Street Corridor Improvement Project Phase 2
Township of West Orange, Essex County
PRELIMINARY ENGINEERING FEE SUMMARY
June 24, 2024 (Revised August 20, 2024)***

Title	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Landscape Architect	Prof. Surveyor
July 2024 Maximum Hourly Rate	\$124.00	\$108.50	\$104.00	\$103.00	\$75.00	\$44.00	\$101.00	\$56.00	\$75.00	\$77.50
July 2024 Average Hourly Rate:	\$107.72	\$94.35	\$79.57	\$66.22	\$47.61	\$37.80	\$75.10	\$45.16	\$75.00	\$77.50
Preliminary Design Escalation Rate	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030
Preliminary Design Maximum Hourly Rate :	\$127.72	\$111.76	\$107.12	\$106.09	\$77.25	\$45.32	\$104.03	\$57.68	\$77.25	\$79.83
Preliminary Design Hourly Rate :	\$110.95	\$97.18	\$81.96	\$68.21	\$49.04	\$38.93	\$77.35	\$46.51	\$77.25	\$79.83

Escalation 3% per year, 1 year

FIXED FEE CALCULATION

PROJECT:
CONSULTANT:
AGREEMENT OR CAM NO.

TA-2023 Washington Street Corridor Improvement Project Phase 2 -
Preliminary Engineering
Greenman-Pedersen, Inc. (GPI)

PREPARED BY:
DATE:

Andrew Cangiano
8/13/2024

EVALUATE PROJECT SPECIFICS:

Directions:

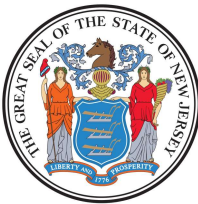
Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria

Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	10	15
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Limited Scope of Work, Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	20	30
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			75

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.75
FEE FACTOR (Project Specifics Factor x 0.30) =	0.225
DIRECT LABOR COSTS	\$ 39,510.18
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 8,889.79



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 22, 2024

Mr. Michael J. Buoncore
Sr. Vice President/CFO
Greenman-Pedersen, Inc.
325 West Main Street
Babylon, NY 11702

Mr. Buoncore:

Based on our review of Greenman-Pedersen, Inc.'s submitted Schedule of Burden, Fringe, Overhead and Direct Labor for the year ended December 31, 2023, we recommend overhead rates of 124.09 percent should be used for construction inspection projects and 163.41 percent should be used for all other projects for funding purposes on future contracts with the Department as well as your firm's settle-up schedules. In addition, and in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.26 percent should be used for construction inspection projects and 0.32 percent for all other projects, respectively.

The combined overhead rate of 144.53 percent and FCCM rate of 0.29 percent may be used for settle-up schedule purposes, only going forward for contracts funded with your combined rate.

The overhead rates proposed on this overhead letter expire on July 1, 2025.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Dennis Show at (609) 963-2379, or at Dennis.Show@dot.nj.gov.

Sincerely,

Richard Temmer

Richard Temmer
Manager, Bureau of External Audit

2 August 2024

Lenin S. Cruz, P.E.
Project Engineer
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

**Proposal for Preliminary Engineering (P.E.) Professional Land Surveying Services
NJDOT TAP 2023 – West Orange, Washington Street Corridor Improvement Project Phase 2
Located in the Township of West Orange, Essex County, New Jersey
(MFS Proposal No. NJ24060.001R1)**

Dear Lenin,

MFS Consulting Engineers & Surveyor, DPC (MFS) is pleased to submit this proposal to provide professional land surveying services to support the Preliminary Engineering (PE) Phase for the TAP 2023 West Orange Washington St. project. The following proposal briefly discusses our project understanding and scope of work.

PROJECT UNDERSTANDING

To support the TAP 2023 West Orange Washington St., MFS shall perform the following NJDOT PE Activities.

1. Activity 3015 – Prepare Control Survey Report
2. Activity 3020 – Conduct Topographic Survey
3. Activity 3025 – Prepare Base Maps

The services shall include:

- Survey limits to extend 10' (ft) beyond the Right of Way (ROW).
- Survey to include building faces, steps and building finished floor elevations at doorway thresholds.
- Key ground surface features (i.e., top/bottom curb lines, crown of road, ADA ramps, top/bottom utility pads) and other breakline features in addition to random spot elevations.
- All visible and accessible surface features (i.e., walks, pads, surface utilities, fences, etc.).
- Any existing sub-surface utility mark-out found within the mapping limits.
- Establish rim/grate/invert elevations on sanitary and drainage structures within the project corridor. Electrical & telephone manholes or vaults to be located on the surface only.
- Locate any Right of Way (ROW) and/or boundary evidence found while performing the survey.
- Establish ROW deed mosaic. Include properties fronting the streets within the project limits, including sidelines and lot lines off the right of way to be shown on a deed mosaic.

New Jersey (Headquarters)

2780 Hamilton Blvd.
South Plainfield, NJ 07080

Phone 908.922.4622
Fax 866.571.7413

New Jersey

24 Kanouse Rd.
Newfoundland, NJ 07435

Phone 973.697.2122
Fax 973.838.6433

New York

320 Fifth Ave., Ste. 1200
New York, NY 10001

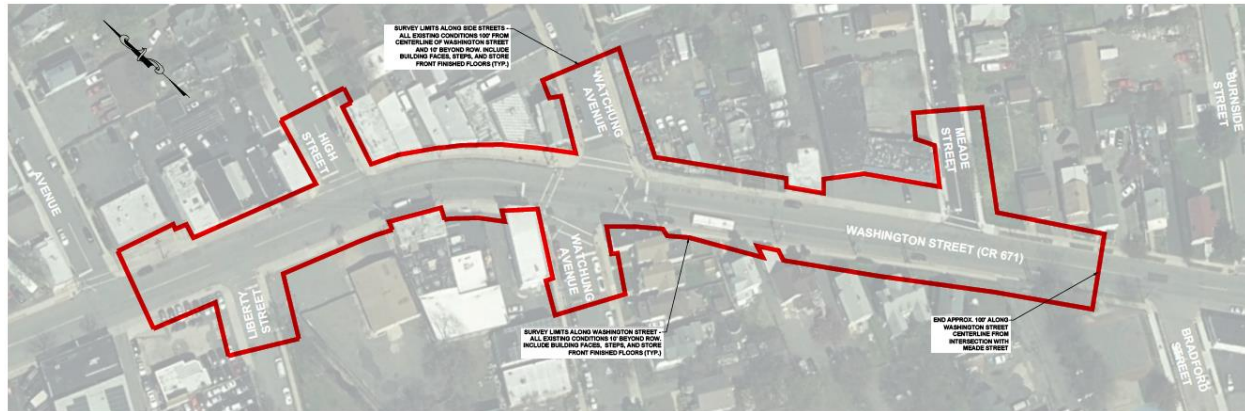
Phone 212.943.6576
Fax 866.517.7413

Puerto Rico

103 C Isabel Andreu de Aguilar, Ste. 3
San Juan, PR 00918

Phone 787.998.7436
Fax 787.765.3691

The project limits are as shown in the below image provided by GPI and outlined in red.



ACTIVITY 3015 – PREPARE CONTROL SURVEY REPORT

All control establishment activities for the project, including the preparation of control reports shall be in accordance with NJDOT Surveying Manual and Standard Article 44. The horizontal control will be tied to the New Jersey State Plane Coordinate System NAD83 (Grid). The vertical control will be tied to the North American Vertical Datum NAVD 1988. A local project ground datum will be calculated based on the primary survey control. All mapping will be prepared in a Local Project Ground datum.

Utilizing GNSS RTN and Leica SmartNet, primary survey control for the project will be established following the specifications provided in the “User Guidelines for Real Time GNSS Positioning”, Version 3.1, dated April 2014 for Class RT1 surveys (Primary Control) having a relative accuracy of 0.01m – 0.02m horizontal and 0.02m – 0.04m vertical at the 95% confidence level. Utilizing the primary survey control stations, a secondary survey traverse baseline will be established originating and closing on the primary control pairs. Benchmarks will be established and staggered between the traverse baseline stations. Differential leveling will be performed to include the secondary traverse baseline stations and benchmarks utilizing the primary control as the reference benchmarks. The horizontal control shall meet or exceed Second Order Class II accuracy standards and the vertical control will meet or exceed Second Order, Class II accuracy standards.

A Survey Control Report will be prepared for the primary/secondary survey control. The report will be signed and sealed by a NJ Licensed Surveyor. The report shall include the computations, analysis, final coordinates, elevations, and diagrams for each of the semi-permanent points set within the project area.

ACTIVITY 3020 – CONDUCT TOPOGRAPHIC SURVEY

MFS shall utilize conventional surveying methods to perform the survey. Cross sectional data will be obtained at approximately 50' intervals within the project limits. Additional supplemental cross section information will be obtained at driveway edges & centerlines in addition to low/high areas within the project limits. Supplemental locations will be observed at existing ADA ramps and building entrances & stairs. In addition, the survey will include observable and accessible manmade surface features (i.e., surface utility hardware, signs, fences, walls, pads, existing subsurface utility mark out, etc.). MFS will establish rim/grate elevations on sanitary and drainage structures located within survey limits. Invert measurements will be taken and recorded as will pipe types and sizes, MFS will not enter any structures. Structures with excessive debris and/or silt will be noted, MFS will not

clean or attempt to remove debris or silt. Non-sanitary/drainage structures will not be opened and surveyed from the surface only. In addition, MFS will survey any ROW/boundary evidence which is found while performing the field survey.

ACTIVITY 3025 – PREPARE BASE MAPS

The base mapping will be prepared utilizing the survey field data. Planimetric features will be drafted and identified. A Digital Terrain Model (DTM) will be prepared utilizing a combination of breakline features (i.e., curb lines, edge of pavement, walks, top/bottom slopes, etc.) in addition to inlets and other points observed during the field survey. Mapping will be output at 1"=30' using NJDOT's standard levels, linetypes and cells and formatted in Bentley MicroStation Version V8 in accordance with NJDOT Article 51. A DTM will be prepared in Bentley InRoads from which 1' contours will be generated. The data delivery will include the DTM surface data for your use.

Utilizing a combination of tax maps, NJGIN data and recovered field evidence, MFS will establish the ROW within the project corridor. Properties fronting the streets within the project limits will have sidelines and lot lines off the right of way shown based on a mosaic utilizing tax maps and obtained deeds. Parcel Block and Lot numbers will be shown.

DELIVERY ITEMS

- Digital files of all mapping data in Bentley MicroStation V8 to include:
 - Topographic Mapping
 - Striping
 - Breakline
 - Contours (1' contours)
 - ROW/Parcel Line File
 - Digital Terrain Model
 - Digital Final Primary and Secondary Control Reports

EXCLUSIONS

1. MFS assumes that roadway occupancy permits will not be required. If permits are required, additional fees will be charged.
2. MFS does not anticipate Maintenance and Protection of Traffic (MPT), neither vehicular and/or pedestrian will be required. If MPT is required, additional fees will be charged.
3. Setting of property markers is not included in this proposal.
4. This proposal does not include a subsurface utility investigation being performed by MFS.
5. Services not explicitly described above are not included within the scope of this proposal.
6. MFS staff will not enter upon adjacent private property with consent from the property owner.
7. MFS assumes that all fieldwork will be performed during normal business hours Monday to Friday. If fieldwork is required during non-normal business hours, additional fees may be charged.



FEE SCHEDULE

Please refer to the included summary of staffing.

SCHEDULE

Based on finalization of our agreement and any options which may be authorized, a schedule for completion of the project will be developed and presented for your approval.

Very truly yours,
MFS Consulting Engineers & Surveyor, DPC

A handwritten signature in black ink, appearing to read 'Scott Dey', is positioned above the printed name.

Scott Dey, CST
Project Manager

FEES AND CONDITIONS

Effective 1 January 2024

REIMBURSABLE EXPENSES

Type of Reimbursable	Rate	Type of Reimbursable	Rate
18"x24" paper B&W/Color (each)	\$3.00/\$7.00	Letter or Legal Size B&W/Color (each)	\$0.50/\$1.00
24"x36" paper B&W/Color (each)	\$5.00/\$12.00	11"x17" B&W/Color (each)	\$1.00/\$3.00
30"x42" paper B&W/Color (each)	\$7.00/\$17.00	Next Day delivery/courier service	Cost + 10%
36"x48" paper B&W/Color (each)	\$10.00/\$23.00	Hand Delivery	Cost +10%
24"x36" vellum/mylar B&W (each)	\$35.00	Certified Postal Mail	Cost + 10%
30"x42" vellum/mylar B&W (each)	\$50.00	Mileage (per mile)	IRS Standard ¹

¹Car mileage is billed at the IRS standard mileage rate found at www.irs.gov

PROFESSIONAL LIABILITY AND RELATED SERVICES

A surcharge of 2% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$100.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate basis. Organic vapor analyzers and similar safety and/or monitoring equipment will be billed on daily, weekly, or monthly rates. A rate schedule will be provided upon request.

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analysis, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus a mark-up.

OTHER EXPENSES

Expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence, and other project related expenses will be billed as outlined above.

TERMS OF PAYMENT

Invoices are payable within 30 days of receipt. Service charge of 2.0% / mo. will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, MFS shall be entitled to suspend and/or discontinue our services/work until payments are received to bring your account current, and MFS reserves the right to terminate this Agreement without notice for continued non-payment. See Terms and Conditions, Paragraph 4, Invoicing, Service Charges.

TERMS AND CONDITIONS

1. STANDARD OF CARE

The services of **MFS Consulting Engineers & Surveyor, DPC (MFS)** under this Agreement, will be performed, prepared, and presented, subject to causes outside of MFS's control, in a manner consistent with professional skill and care ordinarily exercised by other engineering and surveying professionals performing similar services under similar circumstances in the jurisdiction where these services are rendered at the time the services are being performed, including in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Client agrees that no other representation, expressed or implied, and no warranty or guarantee is provided by MFS or is presumed given by MFS under this Agreement or in any report, opinion, or any other document prepared by MFS.

2. RIGHT OF ENTRY

The Client will provide for right of entry in order for MFS to perform its services. While MFS will take all reasonable precautions to minimize or avoid any damage to the property, including to subterranean structures or utilities, it is understood by the Client that in the normal course of performance some damage may occur, the correction of which is not MFS's responsibility as part of this Agreement.

3. EXISTING CONDITIONS

The Client recognizes that, unless it authorizes and expends additional sums of money and/or destroys otherwise adequate or serviceable portions of the structure, actual conditions may vary from those encountered at the locations where borings, surveys, observations or explorations are made by MFS and that the interpretation, assumptions, and recommendations of MFS are based solely on the information

Initials: _____ Date: _____

available to it. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and release MFS from and against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Client's decision not to expend additional sums to further investigate existing conditions on this project, excepting only those damages, liabilities, or costs attributable to the sole negligence and/or willful misconduct of MFS. Further, MFS shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client. MFS shall not be responsible for interpretations by others of the information it develops or provides to the Client.

4. INVOICING, SERVICE CHARGES

Invoices are payable within 30 days of receipt. A service charge of 2% per month will be imposed on all bills not paid within 30 days. The Client shall have no right of setoff against the amounts due to MFS and no deductions shall be made from MFS's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty, or damage actually or allegedly caused by, arising from, or relating to MFS, MFS's services on the Project, or this Agreement. In the event of a suspension of services or termination of the Agreement by MFS either due to non-payment of invoices, and/or in accordance with Paragraph 5, Termination, of these Terms and Conditions, MFS shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. Before resuming services, MFS shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MFS's services. MFS's fees for the remaining services and the time schedules shall be equitably adjusted. In the event the Client fails to pay MFS on account of services rendered as set forth on an MFS invoice, the Client agrees that it is responsible for all reasonable costs of collection, including attorneys' fee and staff time spent on depositions and court appearances, incurred by MFS in connection with its collection efforts against the Client.

5. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice, should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the Client to make payments to MFS in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at MFS's option, regardless of any alleged fault attributable to MFS, and no seven (7) day notice period is required. In the event of termination, MFS shall be compensated for all services performed and reimbursable expenses incurred prior to such termination, all termination expenses, and anticipated profit in connection with project under this Agreement.

6. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by MFS while performing services under this Agreement are the property and responsibility of the Client. Upon written notice, MFS may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. The Client shall be responsible for all costs incurred in connection with the disposal of Samples. At all times, any and all rights, title, and responsibility for Samples shall remain with the Client and under no circumstances shall these rights, title, and responsibility be transferred to MFS.

7. JOBSITE SAFETY AND CONTROL OF WORK

MFS shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by MFS, MFS shall have no responsibility for the safety program at the Project nor the safety of any contractor or subcontractor or construction manager of the Client or other person. Neither the professional activities of MFS nor the presence of MFS's employees and subcontractors at the Project site shall be construed to confer upon MFS any responsibility for any activities on site performed by personnel other than MFS's employees. The Client agrees that MFS shall have no power, authority, right, or obligation to supervise, direct, stop the work of, or control the activities of any contractors or subcontractors or construction manager of the Client, their agents, servants, or employees.

8. INDEMNIFICATION

Subject to the provisions of Paragraph 9, Limitation of Liability, of this Agreement, MFS agrees to indemnify and hold the Client and the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents harmless for any and all claims, damage obligations, liabilities, suits, demands, and losses for personal injury and/or property damage, including reasonable attorney's fees and other expenses where recoverable by law, asserted by any third parties, but only to the extent of MFS's negligence in the performance of its services under this Agreement. In no event shall MFS be responsible for any loss, damage, or liability arising from or caused by any acts of the Client or third party or any of their agents, employees, staff, or other consultants, subconsultants, contractors, or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

9. LIMITATION OF LIABILITY

The Client agrees to limit MFS's liability to the Client and to any and all of the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, agents, construction managers, contractors, subcontractors, consultants, subconsultants, and insurers for any and all damages arising out of or relating to the performance of MFS's services under this Agreement, such that MFS's aggregate liability to all those named will not exceed the lesser of (i) five times MFS's fee for its services on the Project or (ii) MFS's available professional liability insurance coverage at the time of any settlement or judgment. In the event that any portion of this limitation of liability provision is deemed unenforceable or void as a matter of law, then MFS's liability pursuant to this Paragraph 9, Limitation of Liability, shall be limited to the lowest amount allowable as a matter of law. The Client agrees to notify any of its construction managers, contractors, subcontractors, consultants, subconsultants, and insurers who may perform work on behalf of the Client in connection with this Agreement of such limitation of professional liability for defects, errors, omissions, or negligence and to require as a condition precedent to their performing their work a like indemnity and limitation of liability on their part in favor of MFS.

To the fullest extent permitted by law, the Client further agrees that no shareholder, officer, director, partner, principal, or employee of MFS shall have personal liability for any act, omission, breach, tort, fault, or wrong arising from or relating to MFS's services on the Project or under this Agreement.

The Client waives consequential damages, including, but not limited to, loss of use or loss of profits for claims, disputes, or other matters in

Initials: _____ Date: _____

question arising out of or relating to the services provided by MFS regardless of whether such claim or dispute is based upon an alleged breach of contract, willful misconduct or negligent act or omission of MFS or its employees, agents, subconsultants, or other legal theory. This waiver is applicable without limitation to either party's termination of this Agreement pursuant to the terms set forth herein.

To the extent damages are covered by property insurance during and after construction, the Client waives all rights against MFS and against the contractors, consultants, agents, and employees of MFS for damages, except such rights as Client may have to the proceeds of such insurance. The Client, as appropriate, shall require its contractors, subcontractors, consultants, subconsultants, agents, and employees of any of the foregoing third parties to execute similar waivers.

10. INSURANCE

MFS maintains workers' compensation, general liability, property, automobile, and professional liability insurance. Certificates of insurance will be issued to the Client upon a written request from the Client. The Client agrees that it will require the construction manager, general contractor, or, if the Client has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to MFS's services on the Project, to name MFS as an additional insured on their insurance coverage applicable to the Project.

11. CLIENT REQUIRED TO SERVE A NOTICE OF CLAIM

Notwithstanding any state's legal requirements, the Client shall make no claim (directly or in the form of a third-party claim) against MFS, unless the Client has first provided MFS with a written certification, executed by an independent professional, credentialed the same as the MFS personnel performing the alleged negligent services (e.g. engineer for an engineer, surveyor for a surveyor, etc.) and in the state in which the Project is located, specifying and certifying each and every act or omission that the Client contends constitutes a violation of the standard of care under this Agreement. Such certification shall be provided to MFS thirty (30) calendar days prior to the institution of any legal proceeding by the Client and failure to do so shall result in a dismissal of the legal proceeding at the Client's expense.

12. FORCE MAJEURE

MFS shall not be responsible or liable for any delays in performance or failure of performance in the event of fire, flood, explosion, the elements, or other catastrophe, Acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, delays caused by the Client, its agents, contractors, subcontractors, consultants, subconsultants, or employee, or any governmental regulation or agency, or for any other reason beyond the control of MFS.

13. RIGHT TO REFERENCE PROJECT

The Client grants MFS a royalty free perpetual license to use the Client's name along with a general description and/or pictures of the Project in MFS promotional materials.

14. DOCUMENT OWNERSHIP

All reports, notes, drawings, specifications, data, calculations, and other documents prepared by MFS ("Documents") are instruments of MFS's services that shall remain MFS's property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without MFS's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to MFS or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless MFS from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use. MFS shall have the right to select its own counsel to represent it in connection with this Paragraph 14, Document Ownership, and Paragraph 8, Indemnification, above.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective legal representative successors and assigns.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of MFS that issued the Proposal is located.

17. DISPUTE RESOLUTION

MFS and the Client agree that any claim against MFS arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings. If the parties do not agree otherwise, then mediation shall proceed pursuant to AAA's procedures, but in no case shall MFS's ability to pursue outstanding invoices be subject to this mediation pre-condition.

18. RELIANCE BY OTHERS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or MFS.

Further, MFS and its consultants shall be entitled to use or rely upon design elements and information ordinarily or customarily furnished by the Client and others including but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards, and therefore, to the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless MFS and MFS's consultants, parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents for any and all claims, damage obligations, liabilities, suits, demands, and loss, including attorneys' fees and all other costs, expenses, and disbursements, to which MFS may be subject, actually or allegedly arising from or relating to (i) any unknown site condition or subterranean structures of which MFS does not have actual knowledge; (ii) any errors, omissions, or inconsistencies in any data documents, records, or information provided to MFS by the Client or third parties; or (iii) the Client's unauthorized use or copyright violation of plans, reports, documents, and related materials prepared by MFS. In the event any part of this indemnification is void as a matter of law, then only that portion that is deemed void as a matter of law shall be stricken and the balance of this indemnification shall remain in full force and effect.

19. THIRD-PARTY CERTIFICATES

MFS shall not be required to sign any document no matter by whom requested that would result in MFS having to certify, guarantee, or warrant anything or offer any professional opinion or statement that MFS in its sole discretion finds unreasonable. Owner agrees not to make resolution of any dispute with MFS or payment of any amount due MFS in any way contingent upon MFS signing any such document.

Initials: _____ Date: _____

20. BONDING

MFS shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research or enforcement of construction insurance or surety bonding requirements.

21. ENTIRE AGREEMENT

This Agreement (consisting of these Terms and Conditions, MFS's Fee Schedule, if applicable, and any Proposal which these Conditions accompany and of which they are part) constitutes the entire agreement between the parties, supersedes any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Initials: _____ Date: _____



SUMMARY OF STAFFING

CLIENT: Greenman-Pedersen, Inc.

August 2, 2024

PROJECT: P.E. Phase Survey Services - NJDOT TAP 2023
Washington St. Corridor Improvement Project Phase 2

MFS # NJ24060.001R1

TITLE	ASCE GRADE	TASKS					TOTAL HOURS
		1	2	3	4	5	
Principal/Owner	PIX	3	3	1	0	0	7
Project Manager	PV	10	11	5	0	0	26
Senior Technician	ET5	23	7	24			54
Technician	ET4	15	5	14			34
CAD Operator	ET3	0	0	10			10
Chief of Party	ET4	30	80	0			110
Instrument Person	ET3	30	20	0			50
Rodperson	ET3						0
Clerical Salaries	Clerical						0
TOTAL		111	126	54	0	0	291

CURRENT HOURLY RATE	DIRECT TECHNICAL LABOR
\$88.63	\$620.41
\$70.42	\$1,830.92
\$64.75	\$3,496.50
\$42.14	\$1,432.76
\$19.23	\$192.30
\$47.26	\$5,198.60
\$35.25	\$1,762.50
\$27.93	\$0.00
\$40.52	\$0.00
\$14,533.99	

DIRECT EXPENSES:		
Aerial Photography		\$0.00
Aerial LiDAR		\$0.00
Subsistence	days @ \$200 per day	\$0.00
Mileage	726 miles @ \$0.67/mile	\$486.42
Closings - Lane Closings	days @ \$3,250 per day	\$0.00
Closings - Shoulder Closings	days @ \$2,450 per day	\$0.00
Closings - Shadow Truck	days @ \$975 per day	\$0.00
Materials, Postage etc		\$0.00
Other		\$0.00
Direct Expense Total:		\$486.42

PAYROLL	\$14,533.99
164.01% OVERHEAD	\$23,837.20
18.00% FEE	\$2,616.12
DIRECT EXPENSES	\$486.42
TOTAL	\$41,473.73

TASKS

- 1). Activity 3015 - Prepare Control Survey Report
- 2). Activity 3020 - Conduct Topographic Survey
- 3). Activity 3025 - Prepare Base Maps
- 4).
- 5).

FIXED FEE CALCULATION

PROJECT:	Washington St. Corridor Improvements Project Phase 2 (PE)
CONSULTANT:	MFS
AGREEMENT OR CAM NO.	
PREPARED BY:	Scott Dey
DATE:	8/2/2024

EVALUATE PROJECT SPECIFICS:

Directions:

Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria

Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	10	10
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Limited Scope of Work, Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	20	20
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			60

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.60
FEE FACTOR (Project Specifics Factor x 0.30) =	0.18
DIRECT LABOR COSTS	\$ 14,534
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 2,616



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 11, 2024

Ms. Lisa Lieb
Corporate Finance Director
MFS Consulting Engineers & Surveyor, DPC
2780 Hamilton Blvd.
South Plainfield, NJ 07080

Dear Ms. Lieb:

Based on our review of MFS Consulting Engineers & Surveyor, DPC's submitted Overhead Statement for the year ended December 31, 2023, we have determined an overhead rate of 164.01 percent should be used for funding purposes on future contracts with the Department. In addition, in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.64 percent should be used for all new contracts and extra work modifications.

Furthermore, if MFS Consulting Engineers & Surveyor, DPC. plans to pursue construction inspection work with the Department, MFS Consulting Engineers & Surveyor, DPC. will need to provide the Department with additional documents to establish a field rate with the Department.

In addition, the overhead rate proposed on this overhead letter expires on July 1, 2025.

This rate is subject to audit verification. Our acceptance of this rate does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Miller Khalil at (609) 963-1921, or at miller.khalil@dot.nj.gov.

Sincerely,

Richard Temmer

Richard Temmer
Manager, Bureau of External Audit

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION’S: TRANSPORTATION
ALTERNATIVES SET-ASIDE PROGRAM 2025
FOR THE PLEASANTDALE STREETSCAPE PROJECT**

WHEREAS, the Township of West Orange, Essex County, State of New Jersey, desires to apply to the New Jersey Department of Transportation for funding under the Transportation Alternatives Set-Aside Program in an amount not to exceed \$1,500,000; and

WHEREAS, the Transportation Alternatives Set-Aside Program provides federal funds for community based “non-traditional” surface transportation projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation’s intermodal system; and

WHEREAS, the Township of West Orange has designed the Pleasantdale Streetscape Project to meet all criteria necessary to receive funding under the Transportation Alternatives Set-Aside Program, and to maximize accessibility of multiple modes of surface transportation within this project area in West Orange; and

WHEREAS, the Pleasantdale Streetscape Project will encourage alternative modes of transportation, enhance travel, improve open space and smart growth, and positively impact the quality of life for the Township's residents; and

WHEREAS, the Township of West Orange is applying for funding for a project directly related to surface transportation to improve and encourage pedestrian and safety for alternative modes of transportation for West Orange residents; and

WHEREAS, this primary activity involves land that is owned by the County of Essex, and the Township of West Orange hereby commits to maintain the Project Area once developed; and

WHEREAS, following the completion of the proposed project, the Township of West Orange certifies that it will be responsible for the continual maintenance for the useful life of the project after the construction is completed through its Department of Public Works; and

WHEREAS, the Township of West Orange will assign Zayibeth Carballo, Municipal Engineer, to serve as the Township’s full-time employee designated as the “*responsible charge*” for this project; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Township of West Orange, hereby authorize the submission of a Transportation Alternatives Set-Aside Program grant application identified as “*TA-2025-Pleasantdale Streetscape Project-00049*” to the New Jersey Department of Transportation: Transportation Alternatives Set-Aside Program Pleasantdale Streetscape Project; and

BE IT FURTHER RESOLVED that the Mayor, Administrator, and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of West Orange and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

**Certified as a true copy of the Resolution adopted by the Township Council
On this 6th day of May, 2025.**

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joseph Krakoviak
Council President

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
BPOE Lodge #1590 W.O	6.28.25 Off Premise 50/50	424 Main Street	7909

Karen J. Carnevale, R.M.C.
Township Clerk

Joe, Krakoviak, Council President

Adopted: May 6, 2025

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2023 has been filed by a registered municipal accountant with the Municipal Clerk as per the requirements of N.J.S. 40A; 5-5, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments

Recommendations

And

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments

Recommendations

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolutions of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Township of West Orange, hereby states that it has complied with the promulgations of Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I hereby certify that this is a true copy of the resolution passed at the meeting held on **May 6, 2025**.

Karen J. Carnevale, R.M.C
Municipal Clerk

Joe Krakoviak
Council President

Adopted: May 6, 2025

136-25
May 6, 2025

**GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY**

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

We, members of the governing body of the Township of West Orange, County of Essex, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of West Orange.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to the N.J.S.A. 40A:5-6 for the year **2023**.
3. We certify that we have personally reviewed and are familiar with, at a minimum the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS
RECOMMENDATIONS

Council President Joe Krakoviak

Councilwoman Michelle Casalino (L.S.)

Councilwoman Asmeret Ghebremicael (L.S.)

Councilwoman Joyce Rudin (L.S.)

Councilwoman Susan Scarpa (L.S.)

Sworn to and subscribed before me this 6th day of May 2025.

Karen J. Carnevale, R.M.C., Municipal Clerk

The Municipal Clerk shall set forth the reason for the absence of signature of any member of the Governing Body

RESOLUTION

WHEREAS, 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; and

WHEREAS, the Township requires the services of an outside vendor to assist in the management of the Township’s IT Systems; and

WHEREAS, on June 28, 2022, the Township Council adopted Resolution 168-22 authorizing the award of a contracts for IT Network Managed Services (the “Contract”) to Pascack Data Services, Inc. (“Pascack”) and MCG, Inc. (“MCG”) for a period of three (3) years with an option to renew the contract for an additional two (2) year period; and

WHEREAS, the Township seeks to continue utilizing both Pascack and MCG for IT Network Managed Services for the Township’s Uniformed Network System, Non-Uniformed Network System and IT Management for Special Projects on an as needed basis; and

WHEREAS, the Township seeks to exercise the option to renew the Contracts for Pascack and MCG pursuant to the terms of the Contracts, annexed hereto as Exhibits “A” and Exhibit “B;” and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township hereby award the Contracts to the Respondents; and it is further

RESOLVED, that the Township hereby exercises its option to extend the Contract for IT Network Systems Management for its Uniformed Network System with Pascack for an additional two (2) year term continuing to utilize the Alternate Option offered in Pascack’s

proposal at a monthly rate of \$1,950 per month and a quarterly purchase of sixty (60) additional hours of services at a rate of \$150 per hour pursuant to the terms and conditions set forth in the Contract annexed hereto as Exhibit “A;” and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the extension of the Contract for IT Network Systems Management for its Uniformed Network System and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED, that the Township hereby exercises its option to extend the Contract for IT Network Systems Management for its Non-Uniformed Network System to MCG for an additional two (2) year term at the following monthly rates

- a. ~~For year 1—\$4,400 per month;~~
- b. ~~For year 2—\$4,500 per month;~~
- c. ~~For year 3—\$4,600 per month;~~
- d. For year 4 (option year) - \$4,600 per month;
- e. For year 5 (option year) - \$4,600 per month.

pursuant to the terms and conditions set forth in the Contract annexed hereto as Exhibit “B;” and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the extension of the Contract for IT Network Systems Management for its Non-Uniformed Network System and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED, that the Township hereby extends the services for IT Network Systems Management for special projects on an as needed basis to Pascack and MCG, respectively at an hourly rate of \$150 per hour for Pascack, and \$160 per hour for MCG pursuant to the terms and

conditions set forth in the contract the contract with Pascack annexed hereto as Exhibit “**A**,” and the contract with MCG annexed hereto as Exhibit “**B**,” respectively and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the two (2) contracts for IT Network Systems Management for special projects on an as needed basis and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on each contract; and it is further

RESOLVED, that the original of each contract for IT Network Systems Management for special projects on an as needed basis shall be maintained in the Municipal Clerk’s office.

Karen J. Carnevale, R.M.C
Municipal Clerk

Joe Krakoviak
Council President

Adopted: May 6, 2025

Exhibit “A”

AGREEMENT FOR IT NETWORK MANAGEMENT SERVICES

THIS AGREEMENT, dated as of the 30th day of **JUNE, 2022** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **PASCACK DATA SERVICES, INC.**, (hereinafter referred to as the "Contractor"), having its principal offices at 200 Central Avenue, Suite 100, Hawthorne, New Jersey.

WHEREAS, on or about May 9, 2022, the Township issued a Request for Proposal (the "RFP") seeking proposals for IT Network Management Services ("IT Services"), annexed hereto as Exhibit "A;" and

WHEREAS, on June 8, 2022, the Contractor submitted a proposal in response to the RFP, annexed hereto as Exhibit "B," seeking award of the Contract for IT Services for the Uniformed Network Systems and for special projects on an as needed basis (the "Contract") for a term of three (3) year with a possible renewal term of an additional two (2) years.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, IT Services consistent with the scope of services as set forth in the RFP and the Contractor's Proposal (the "Proposal").

2. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

6. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents

to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

8. This agreement is effective as of **July 1, 2022** and covers the period of **July 1, 2022 through June 30, 2025** with a possible extension until **June 30, 2027**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

PASCACK DATA SERVICES, INC.



Name: Howard M. Adler

Name:

ATTEST: _

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR ROBERT D. PARISI

Exhibit “A”

TOWNSHIP OF WEST ORANGE

ESSEX COUNTY, NEW JERSEY

Request for Proposal

Request for Proposals for Network Managed Services- RE-BID

Bid Submission Date:

Wednesday June 8, 2022

10:00 A.M.

Prevailing Time

TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052

(973) 325-4056

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ADVERTISEMENT

Request for Proposal

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for Network Managed Services- RE-BID. The proposal package can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing a request to preynolds@westorange.org.

Any vendor wishing to submit a proposal must provide a letter of intent prior to submission which is due Thursday, May 19, 2022 @ 11:00 A.M.

Intention letters can be emailed to: John O. Gross, CFO jgross@westorange.org and a copy sent to Panayiota Reynolds, Purchasing Agent preynolds@westorange.org. Any vendor who does not submit a letter of intention will not be considered qualified for an award. Proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange can be mailed, or hand delivered to the Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Proposal due date is Wednesday, June 8, 2022 @ 10:00 A.M. and will be publicly opened and read in the Council Chambers located at 66 Main Street on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Panayiota Reynolds, RPPS, QPA

Purchasing Agent

TOWNSHIP OF WEST ORANGE

66 MAIN STREET

WEST ORANGE, NEW JERSEY 07052

COMPETITIVE CONTRACTING

REQUEST FOR PROPOSAL

FOR NETWORK MANAGED SERVICES-REBID

SCOPE:

The Township of West Orange ("TOWO" or "Township") is soliciting proposals to obtain network monitoring and management services support for our enterprise and global networks in both the uniformed network (Police & Fire) and non-uniformed network. The Network Managed Services Provider ("NMSP", "Vendor", or "Contractor") will bid on one or both networks and be able to deliver services consisting of but not limited to:

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

TOWO issues this request for a Network Managed Services Provider with the intent of having a third party manage TOWO's networks. All of the above will hereafter collectively be referred to as the "Proposed Solution."

It is anticipated that an award will be made for the year 2022 on or about July 19, 2022 for services to be implemented on or about August 1, 2022 through December 31, 2022. This contract can be awarded anywhere from 1 to 5 years subject to availability of funds.

The goals of the Township are as follows:

- 1) Increase effectiveness and efficiency of the Information Technology Systems.
- 2) Reduce the operating costs of the Township required to manage its Information Technology Systems.
- 3) Improve Service strategy, service operation and continual service improvement.

INFORMATION ABOUT THE TOWNSHIP'S ORGANIZATION AND OPERATIONS:

The Township of West Orange is a full service municipality serving 48,843 residents in the County of Essex in the State of New Jersey, providing a wide array of services, from public safety (police, fire, health, etc.) to land use control, design, construction and maintenance, are provided by its staff, 300+ full-time and up to 200 part-time employees, assigned to the following departments:

Department: (location)

Non-Uniform

Executive & Legislative Department: (Town Hall)

Mayor's Office

ABC Board

Town Council

Township Clerk

Legal Services

Planning Board

Board of Adjustments

Waste Management

Municipal Court

Public Defender

Administration & Finance: (Town Hall)

Business Administrator's Office

Purchasing

Tax Collection

Comptroller

Planning & Development: (Town Hall)	Senior Citizen Health Center
Planning & Development	Child Health Clinic
Construction	Recreation: (2 locations)
Housing	Parks and Playgrounds
Assessing: (Town Hall)	Pool
Assessor's Office	
Public Works: (Engineering Building)	Uniformed:
Engineering	Police: (Police Building)
Public Works	Police
Health: (Town Hall)	Fire: (5 locations)
General Health Services	Fire
Senior Citizen Transportation	Uniform Safety
Welfare	Emergency Management
Animal Control	

TOWO's Office of Information Technology (OIT), is responsible for providing all aspects of information technology and network communications for TOWO. This includes deploying, maintaining, and administering all computer, network, and communication functions. OIT is also responsible for establishing connectivity to several network and security devices throughout our area. All connectivity is handled via the commodity Internet, TLS, T1, Dark Fiber circuits or secure VPN tunnels.

AWARD CRITERIA AND FACTORS:

Award(s) for Network Managed services to the Township of West Orange for both uniformed and non-uniformed networks will be based on the following criteria:

- Responsiveness of the proposal related to the scope of the work.
- Ability, capacity and skill the vendor to perform the services effectively and on a timely basis.

- Financial strength and stability of the Vendor.
- The quality, availability and adaptability of the services to the particular need required.
- Net cost, including the Township's cost of implementation & ongoing training, for a 1 to 5 year relationship
- Experience and expertise level of key personnel providing such services
- Experience and expertise of providing such services to the public sector.

Factors that will be considered when evaluating these criteria will include, but not limited to:

- Functionality of Proposed Solutions
- Support Services Offered to Township Employees
- Vendor History
- Product Suitability
- Use of Technology
- Required Infrastructure
- Implementation Schedule
- Vendor's ability to provide the general and technical requirements below

Section I - Technical

1.1 General Requirements:

TOWO is seeking a vendor to provide high-quality technical solutions, support and expertise to all Township sites by means of managing Local Area Networks (LAN) and Wide Area Networks (WAN), performing testing, installations, upgrades for network hardware and software. The Contractor shall provide service strategy, service operation and continual service improvements. The Contractor will be assigned to projects of varying size and scope by Network Operations management, with the expectation of performing all required tasks, not limited to implementation. TOWO is requesting a contractor that can fulfill the following:

- Monitoring Services
- On-Site Support If/When Needed
- Remote Managed Services Support If/When Needed
- New project development and installation

1.2 The contactor roles and responsibilities will include but not be limited to:

- Mitigation and resolution of detected issues
- Diagnose problems before and after occurrence
- Troubleshooting and maintenance of network systems
- Network system support (install, test, maintain, monitor and tune)
- Respond to Tickets forwarded from other responsibility areas
- Tracking “chronic” or recurring problems and escalate within the IT Management Chain
- Network Performance Monitoring in a Control Central Environment

- Network Performance Analysis (trend, analysis, performance monitoring and capacity planning)
Network Configuration Control and Management
- Network Management (Utilization and Capacity)
- Network Utilization and Availability Report
- Management and Administration of Network Monitoring Tools
- Accurately document IP Configurations Installation of network hardware and associated cabling
Provide quality assurance on all network installed equipment
- Support LAN based wireless technology in the enterprise

1.3 Network Problem Identification, Troubleshooting and Maintenance

- The Contractor shall continuously monitor a trouble ticketing system for new or escalated tickets, provided by the Contractor, and update at a minimum every hour when appropriate. All information entered into the ticket shall be clear, concise and accurate. Upon receipt of the trouble ticket, the Contractor shall initiate immediate action to clearly define the problem and effect immediate resolution, or document the problem in the trouble ticketing system to effectively track it to satisfactory resolution, or redistribute it to the appropriate IT group responsible for action towards satisfactory resolution.
- The Contractor shall document each step in the troubleshooting process as it occurs and update the trouble ticket. Due to the complex nature of networks, it is possible for the source of network problems to reside in one or more devices concurrently. As such, the Contractor shall perform troubleshooting techniques to isolate the source of, diagnose and resolve or assist in the resolution of network problems.
- The Contractor shall use existing diagnostic tools or tools that are appropriate for use in diagnosing problems.
- The Contractor shall, when required, participate and/or lead in conference calls during mitigation actions or network anomalies.
- The Contractor when directed shall provide the Network Operations group with after action reports regarding troubleshooting efforts and/or resolution actions taken during and/or after network event troubleshooting.

1.4 Network Problem Resolution and Referral

- The Contractor shall refer network problems to various sources when resolution cannot be achieved by Contractor personnel. If diagnosis or resolution has not been completed in accordance with SLA's as defined below, the Contractor shall escalate the problem to Network Operations Engineers for further action.
- When problems are detected in hardware or circuits, the Contractor must report and resolve the issue, including parts and labor to correct the problem as necessary. See SLA's as defined below.

1.5 Network Installation Support

- The Contractor shall install or modify network components and other systems as required. This includes physical and logical connections with switches, routers, firewalls and related hardware. No modifications or changes shall be made without an approved change request provided by Network Operations. The Contractor shall support implementation of configuration processes based on change review approval by Network Operations. The Contractor shall assist Network Operations in adhering to the approved process for introducing a scheduled maintenance or network configuration change.
- The Contractor shall provide support in troubleshooting network problems associated with new or revised hardware or software installations. The Contractor shall provide support in coordinating new off-network connections including direct site-to-site links with other agencies. The Contractor shall update baseline artifacts to include logical design, as-is drawings and other baseline documents. Occasional staff travel requirements may occur as a result of requirements, but is addressed on a case-by-case basis.

1.6 Network Management and Monitoring

- The Contractor shall be responsible for using Contractor's management tools to monitor our stateside and LAN and WAN networks.
- The Contractor shall have access to the use of a wide assortment of management tools to assist in identifying, analyzing and diagnosing network system problems.

1.7 Network Utilization

- The Contractor shall be responsible for monitoring network utilization to ensure the network infrastructure accommodates customer traffic to all of the customers to help reduce operational costs and establish a foundation for future services.
- The Contractor shall coordinate with outside entities as needed for establishment and baseline verification of baseline and operational network utilization. The utilization statistics shall be captured primarily using various tools to monitor device interfaces in relation to transmission media capabilities.

1.8 Network Availability

- The Contractor shall monitor network availability and compare sample data with the information in the commercial service provider circuit availability reports for verification and validation of outage statistics.

1.9 Network Trend Analysis

- The Contractor shall perform network trend analysis to compile daily and/or longer-term reports for various network traffic areas of interest. These reports shall supply both generalized and specific information about targeted areas and shall provide useful snapshots of information. These reports shall include but are not limited to daily and weekly reports covering various error conditions, workload (i.e. CPU) and memory and network utilization. Customized trend analysis shall be provided based on current monitoring capabilities on an as-needed basis.

1.10 Network Capacity Planning

- The Contractor shall perform data collection to assist in network capacity planning. Network usage and configuration information shall be used with performance statistics to reflect current and long-term bandwidth utilization. This information shall be used to better estimate future requirements based on application, organizational or technological changes as well as adjustments to provide improved cost/benefit of current resources.

1.11 Technical Requirements:

The Contractor shall perform LAN/WAN configuration, troubleshooting and operational support with specific (but not exclusive) concentration on:

LAN Support

- The Contractor shall provide the following LAN support services:
- Monitor LAN performance and make LAN upgrade recommendations using management or monitoring tools
- Perform diagnostic testing between network components
- Recommend configuration changes and network upgrades as required
- Install, configure, troubleshoot and maintain network and network monitoring tools (such as: SolarWinds, etc.) and hardware as required or directed Install and configure network protocol software
- Install, configure and maintain LAN switches, routers and wireless systems
- Troubleshoot and repair LAN lines
- Troubleshoot and resolve network issues and problems
- Install, label, maintain and troubleshoot internal network wiring and fiber optic cabling
- Document all existing and potential network problems and their corrective actions
- Reestablish network connectivity for users during office moves
- Perform periodic preventative maintenance
- Participate in design reviews for new facilities or renovation plans as required
- Diagnostic testing between network components
- Systems programming of network switches, routers and related hardware
- Install, label, maintain and troubleshoot internal network wiring and fiber optic cabling
- Generate network diagrams, rack elevations and documentation as requested by the Network IT staff
- Travel, as required or directed, to TOWO offices in the West Orange area

WAN Support

- The Contractor shall interface with Network Operations to provide the following WAN support services. In performance of these services, the Contractor shall:
- Facilitate the installation, troubleshooting and repair of communication lines, data circuits and wireless systems
- Configure, maintain and troubleshoot WAN protocols
- Identify existing potential network problems and report outages with corrective actions
- Coordinate with remote sites and overseas IT departments to recover and restore WAN connectivity in case of an outage
- Perform diagnostic testing among WAN components to verify performance and connectivity
- Install, configure and maintain routers per established policies and procedures as required or directed
- Facilitate the installation, troubleshooting and repair of communication lines, data circuits and associated equipment Identify existing potential network problems and report outages with corrective actions
- Coordinate with remote branch office personnel to recover and restore WAN connectivity in case of an outage
- Open trouble tickets and/or coordinate communication with Internet Service Providers (ISPs) as required.

1.12 PERFORMANCE STANDARDS AND SERVICE LEVELS

- The Contractor shall meet the following performance standards:

Response and Notifications

The Contractor is expected to react quickly to any event impacting, or that has the potential to impact, the delivery of subscriber services. In addition, it is critical that the Contractor communicates events that impact service delivery, the services impacted by the events, and any future risks caused by the events to TOWO Network Operations management in a timely fashion. It is expected that notifications and escalations occur simultaneously through the Contractor's management and engineering organizations during any service affecting event. The Contractor will propose a documented Escalation and Notification Procedures listed below, with minimum reaction times, notification times, and escalation times:

1. Notification Time: _____ notification to the state of service impacting faults such as:

a. Any hardware failure or circuit problem

b. Any hardware alerts or warnings, high utilization or memory usage on the core network devices managed, InterLATA circuits, and IntraLATA circuits

c. Any failure interfacing with the ISPs

2. Notification Time: _____ execution of diagnostic and fault resolution procedures upon fault detection.

3. Qualified technical support on-site, with appropriate replacement parts, upon detection of any service affecting hardware failure, 24x7x365, Notification Time: _____

4. Notification Time: _____ of Resolution notification of the actual restoration of services or problem resolution.

5. Notification Time: _____ for Root Cause Analysis of actual restoration of services.

6. Provide initial response and escalations as outlined in table below:

Definition: Severity 1 (Critical) Severity 2 (High) Severity 3 (Normal)

Initial Response (from occurrence)

Begin Diagnosis (from occurrence)

Initial Notification to TOWO

Network Operations

management (from occurrence)

Onsite Support with parts

(as required) measured from

start of diagnosis

1st Escalation to the TOWO

Network Operations Engineer

on-call (from occurrence)

2nd Escalation to TOWO

Network Operations Manage

r and Contract NOC Manager

after 1st escalation

3rd Escalation to Sr. Director

of Network Operations and the

Contractor Program Manager

after 2nd escalation

Resolution Notification

Faults are events categorized by severity:

Severity 1 – Critical: Any event impacting or about to impact service on more than one subscriber (such as service-impacting failures of >500msec), on a device that is defined as a backbone/core device, where no redundant route is configured and passing traffic or where the redundant route is impacted. If all of the above conditions are met and any of the following conditions are met: service cessation, no packet transfer, interface down, platform not responding to ICMPs, loss of signal, loss of functionality, DoS attacks, SYN attack.

Severity 2 – High: Any event impacting service or about to impact service on more than one subscriber (such as: service-impacting failures of >500msec), on a device that is defined as a backbone/core device, where a redundant route is available and passing traffic. Any event impacting or about to impact service on a single subscriber connection, or with potential to impact service of multiple subscribers if not addressed, such as: degradation or intermittent failures, latency spikes of >200msec for more than 60 seconds, repetitive intermittent downtime (component, interface, or circuit) for short periods of < 5 seconds. Problems may have a possible bypass or alternate route but the bypass must be acceptable to Network Operations management.

Severity 3 – Normal: Informational events and maintenance events, such as: incrementing error count on an interface without service impact, high (or low) traffic level on a circuit, operating system upgrades, routine maintenance actions.

1.13 CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS:

The Contractor shall be capable of furnishing all necessary personnel and services required to successfully complete all tasks and work requirements and produce high quality deliverables and support services described herein. The Contractor shall demonstrate in its proposal that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing the support needed to be successful as referenced in minimum qualifications contained below.

The Contractor shall provide TOWO with personnel that have the specific skills that meet the qualifications as specified below. The Contractor will be responsible for identifying, diagnosing, defining, performing and documenting remedial action taken to resolve network connectivity issues. The

Contractor will be responsible for troubleshooting and isolating the source of the problem and developing processes for resolution to share with Network Operations staff members.

The Contractor will continuously monitor trouble ticketing system for new and escalated tickets. Upon receipt of the ticket, the Contractor will initiate immediate action to clearly define the problem and effect immediate remediation, document the problem to effectively track it, or distribute it to the appropriate group of responsibility for action and satisfactory resolution.

The Contractor will install or modify network equipment/components and related systems as required. This includes physical and logical connections with switches, routers, firewalls and related network devices. No modifications or changes shall be made without an approved change request.

The Contractor will coordinate with various IT Units to: Further integrate network systems into our production network; Research and design solutions to technical and business problems; Use network troubleshooting tools to detect issues and coordinate remediation of any issues; Stay abreast of network concerns and regularly update network engineering and operations leadership.

The Contractor's personnel shall work under the direct supervision of TOWO's IT Coordinator or his designee, located at 66 Main Street, West Orange, New Jersey

1.14 CONTRACTOR EXPERTISE REQUIRED:

The Contractor must demonstrate and certify that it possesses at a minimum three (3) years' experience in providing network engineering and administrative support for large enterprise environments, including one (1) or more of the certifications listed below. Vendors bidding for the Uniformed Network contract must also have minimum (3) years' experience working in accordance with the CJIS security policy.

- **CONTRACTOR PERSONNEL QUALIFICATIONS AND CERTIFICATIONS**

The following qualifications are required by the person(s) proposed to perform under the resulting Agreement:

Minimum of three (3) years' experience implementing new LAN/WAN designs, architectures and integration

Minimum of three (3) years' experience troubleshooting and configuration of large enterprise LAN/WAN networks

Minimum of three (3) years' experience configuring and troubleshooting Wireless networks

Minimum of three (3) years' experience configuring L2 and L3 Access Control Lists (ACLs)

Any vendor working on the uniformed network will require ALL support personnel to be subject to Federal, State and Local background checks. Vendor will need to provide a list of personnel who will be accessing the network either remotely or on-site and will be responsible for having background checks completed and forwarded to the Agency.

SUBSTITUTION OF PERSONNEL

The Contractor may not substitute key personnel without the prior approval of TOWO Network Operations. To replace any personnel, the Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the Manager. The Manager shall have the option to interview the proposed substitute personnel. After the interview, the Manager shall notify the Contractor of acceptance or denial of the requested substitution.

1.15 OTHER RELEVANT TECHNICAL CRITERIA:

- The vendor's close partnership with industry leaders in network hardware and software such as Cisco, Dell, Avaya, Verizon, Level-3, who sell and support communication products and carrier circuits.
- The vendor's ability to provide a service road-map for mapping out new products, provide feature enhancements to existing products, as well as offer version upgrades to their existing network monitoring tools when required or on an as-needed basis.
- The vendor's ability to employ a best-of-breed approach for providing technical experts in LAN and WAN technologies and their approach for keeping the proficiency and skills of their engineers honed and up to date.
- The vendor's business attributes that include corporate viability, client satisfaction, customer relationship management, personnel, service level agreements and the ability to review, manage and implement tactical and strategic solutions.
- The vendor's ability to provide 1 workday a week on-site support as it relates to configurations, implementations and replacement of network hardware or related systems.
- Positive feedback from client references with expressed acknowledgement of the vendor's ability to perform the full range of network operations support in mid-to-large enterprise and global environments

SECTION II - MANAGEMENT

PROPOSAL REQUIREMENTS:

2.1 Transmittal Letter:

A transmittal letter prepared on the Proposer's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial, contained in the proposal.

2.2 Technical Proposal Criteria:

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the technical proposal. The Bid/Proposal Affidavit and Acknowledgment of Receipt of Addenda (if applicable) are to be included in the Technical Proposal. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal.

2.3 Signing of Forms:

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the bylaws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2.4 Technical Criteria:

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP except price information. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.1 through 2.15 as listed below. Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria. The purpose of this response is to display full comprehension of the services to be provided and how such services will be provided to the Township.

2.5 Executive Overview:

The proposal must begin with an Executive Overview. This summary is for introductory purposes and will not be considered as part of the evaluation process. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work as indicated in items 2.2

through 2.15 below. Proposers are requested to compile their proposals in the same order as the scope of work.

2.6 Company Profile:

The Proposer is to provide a narrative regarding the Company Profile, to include the following elements:

- Primary business purpose
- A brief history of the firm including how long the firm has been in business
- Management team and staff anticipated to be deployed biographies, including academic history, degrees attained, certifications obtained, other relevant experiences, including length of tenure with current proposer
- Listing of all services offered by the proposer
- An organization chart of the company showing parent company and any affiliates as well as where the branch that will be servicing TOWO is found on the organization chart Address of the firm's headquarters, nearest offices, and branch offices
- Address of the branch office(s) that will be serving TOWO
- Size of the company as measured by facility and staff resources available
- Total number of permanent employees in the firm and also by branch that is serving TOWO
- Annual Sales Volume for the branch office which will service the Township on a per year basis for the last three (3) years [2019, 2020, and 2021]. Financial Attestation: Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) financial statements (unaudited) for the past three (3) years; b) audited financial statements for the past three (3) years; c) prospectus of publicly traded firms; d) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement); or e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

NOTE: To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), TOWO may, at its sole discretion, request that the Contractor shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.

2.7 BUSINESS ATTRIBUTES:

Business attributes are one element of TOWO's requirements. They comprise characteristics, policies, processes, and procedures that need to be described in a qualified RFP response and as more fully described below, including:

- Financial Viability
- Managed Service Viability
- Network Operations Center
- Network Monitoring and Management
- Log Management
- Reporting
- Customer Support and Account Management
- Service Level Agreement
- Implementation
- Industry Specific Experience
- Customer Satisfaction

2.8 Financial Viability:

- Provide information about your company's financial stability. If your company is public, include an annual report and supporting financial statements. If your company is private, include supporting documentation to demonstrate a stable, profitable, sustainable business model.
- Provide detail on any venture funding you have received, including the sources of the venture funding.

2.9 Managed Service Viability:

- What is your company's core business strategy?
- What are your primary lines of business in terms of revenue?
- Where do managed network services (MNS) fit into your business strategy?
- Provide details that describe how your MNS business or business unit is profitable. If not profitable, please provide your expectations for reaching profitability.

- Of the revenues provided above, what percentage does it comprise of your total corporate revenues?
- Describe how any of the top research firms (i.e. Gartner, Yankee, IDC, Forrester, Frost & Sullivan) have ranked your company in the MNS market?
- Describe any awards your company has won for MNS.
- Provide the number of managed network services customers at the end of last year, current, and projected at the end of this year.
- Provide details on how long you have offered each of your Managed Network Services.
- Describe your most recent fiscal year's Managed Network Services growth rate over the prior fiscal year.

2.10 Network Monitoring/Management:

Describe your managed/monitored Network Service

- How long has your organization been performing Network management/monitoring?
- What network hardware and related systems do you support? How do you select which network hardware and system to support? Are you a vendor neutral or the developer/manufacturer of the product you propose?
- Do you have special relationships with the product and platform vendors of the products you will deploy?
- Do you currently have a router and switch configuration checkup procedure? And, how often would you do this?
- What are your supported platforms?
- Do you offer co-management, where we retain administrative rights and technology ownership for our network devices?

2.11 Log Management:

Describe your approach for collecting, indexing and retaining raw log data.

- How long have you been offering log monitoring and management services?
- What tools do you use to monitor and manage log data?
- What log sources are supported?

- What is the process for supporting new log sources, e.g., custom applications?
- How is log data protected from tampering or misuse?
- How scalable is your solution?
- How much log data can be retained?
- What level of compression is available?
- What resources are available to support the integration of log sources into the system?
- How is your log management solution sized?

2.12 Reporting:

- Describe your standard reporting process? How frequent will we receive standard reports? Do you have web-based reporting capability? Provide samples reports and screen shots of web-based interface.
- Do you have asset-based reporting allowing creation and group assets, assign criticality and view event, scanning and all other information using asset views?
- Do you support ad-hoc reporting requests? Describe the process for requesting ad-hoc reports? Provide the timeframe for turnaround of ad-hoc reporting.
- Do you support the ability to create PDF reports? Can they be sent securely via email? Can they be digitally signed and tracked?
- How is your reporting interface structured? Do you use multiple interfaces for different services? Is the information integrated across service lines? What cross-service line metrics and reports do you offer?
- Can you create custom reports? How is this accomplished?
- Describe help desk or ticketing functionality. What workflow management features are available?
- How long is data available in the portal for reporting?

2.13 Customer Support and Account Management:

- Describe your company's process for customer-initiated tickets, as it relates to incidents and support issues.

- Detail your approach to customer support. What technical support resources do customers have access to?
- How is your customer support structured? What is the escalation process for reported problems or issues?
- What are the hours for customer support? Does support change hands at any point? What locations is this support provided from? How do you maintain quality of support 24x7?
- What kind of value-added support options are available? Can you provide a dedicated technical account manager? At what cost?
- Describe your approach to account management. Who will manage the account from a business and executive level? What access will we have to company leadership?
- Describe how you measure and report client satisfaction, including frequency.
- Describe your processes and mechanisms for handling client inquiries and reported problems.
- Describe your customer service responsiveness, hours of staff availability, and available communication mechanisms (e.g., written, verbal, electronic, face-to-face).
- Describe how customer satisfaction deficiencies are addressed and resolved.
- What ongoing programs are in place to manage client satisfaction?

2.14 Service Level Agreement:

- Describe your service level agreements for the proposed services. Provide detailed SLAs.
- Explain your company's methods for monitoring and measuring SLAs. What options are available to us upon failure to meet your stated SLAs?

2.15 Implementation:

- Describe your approach to implementing services.
- What customer resources are required to support implementation?
- What is the typical implementation timeframe?
- How do you ensure minimal impact or disruption to the customer?
- What steps do you take to ensure full and complete implementation?
- Detail the handoff process once services are turned up.
- What training is offered to customer staff to introduce them to the services?

- How do you handle implementing services across widespread, geographically dispersed facilities?
- What options are available for implementation? Remote installations? On-site field engineers?

2.16 Industry Specific Experience:

- How many government or higher education clients do you provide monitoring or security device management services for?
- What reports are available comparing customers to peers and others in their industry?

2.17 Customer Satisfaction:

- Describe your process and mechanisms for handling client inquiries and reported problems.
- Describe how you measure and report client satisfaction, including frequency.
- Describe how satisfaction deficiencies are addressed and resolved (in your service level agreement or elsewhere).
- Provide your latest client satisfaction results.

2.18 Firm References:

Provide three (3) client contacts that are accounts of similar size. The client references must be current customers and have at least one year of experience with your MNS service. Please include name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address. Proposers are to provide this information as part of the Technical Proposal; however, TOWO will check references only of the clients of the shortlisted Proposing Firms. TOWO reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of confidence by the Township. The contact person should be capable of speaking to a firm's capability in performing the services required. References will be held in the strictest of confidence.

2.19 Special/Unique Qualifications:

Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide Network Managed services to TOWO. Special firm and/or individual expertise is to be included.

2.20 Insurance:

1. Provide a copy of a Certificate of Insurance verifying your firm's coverage for Professional Liability for one million dollars.
2. Worker's Compensation pursuant to New Jersey Statues.
3. General Liability in the amount of Two million with Township of West Orange named as additional insured.

SECTION III – COST PROPOSAL

3.1 INTERVIEW/DISCUSSION SESSION:

Interview/Discussion Sessions (“Discussion Session”): The Township may entertain scheduling a discussion with all qualified submitters (qualified submitters are those who submitted a letter of interest, submitted a proposal in a timely manner and are deemed responsive by the Township’s Qualified Purchasing Agent. If desired, the date and time of the Discussion Sessions. These sessions are anticipated to be held in person possibly via webinar. If scheduled, the actual time on these date(s) will be verified with the applicable proposers at the time it is requested. The purposes of the Interview/Discussion Session are as follows:

(a) to provide an opportunity to present an overview of Network Managed Services to meet the needs of the TOWO

(b) to provide an opportunity to clarify the scope of services for this contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

If scheduled, the Interview/Discussion Session forum will be informal as the Township is not interested in a marketing presentation; rather, TOWO is requesting an interactive discussion with the proposing firms. Ample time is to be available for the Township and the Proposing Firm to ask questions and discuss issues/concerns related to the product, the scope of the services, and the firm’s capabilities/qualifications. We anticipate that each session will be approximately 60 to 90 minutes in length. Minutes of the Interview/Discussion Session will be made and any questions which answers determined to be shared with other proposers will be noted.

Any significant information that is revealed that changes the scope of the Request for Proposal will result in an addendum specifying the change(s) and any impact on the response date.

3.2 PRICE PROPOSAL REQUIREMENTS

A Price Proposal must be submitted in a sealed envelope with the proposal. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL." It is the intent of the Township that the Price Proposal will consist of the following:

- Describe how pricing was calculated.
- Quote rates for recurring monthly services provided for a 12-month period.
- Quote pricing for any one-time installation or start-up costs.
- Provide a listing of new hardware and/or software that may be required to implement the proposed solution, if any. The Township reserves the right to procure software/hardware for installation/maintenance by the awarded vendor from the lowest possible sources whether it be

the awarded vendor, competitive bids, state contract, regional co-operative or other lower cost vendors.

- Quote pricing or pricing policies for project-based work.
- It is the Township's desire to enter into a multiple year contract. Furnish information on any pricing incentives for longer term contracts.
- Ensure any governmental discounts are included in all prices quoted.
- Pricing should be broken down by category as per the price quote attached to this proposal.

This quoted pricing must be good through December 31, 2022 and for any additional periods proposed. It is the intent of the Township that any predictable recurring services consist of monthly recurring amount for services, with explanation of calculation, any one-time installation or start-up costs, pricing or pricing policies for project-based work and any hardware and software required to implement the proposed Solution.

Since the Township reserves the right to award a single vendor or select a number of vendors that meet the Township's needs, price proposals should include separate pricing for Police/Fire network maintenance/monitoring proposals, Police/Fire help desk proposals, non-uniformed network maintenance/monitoring proposals, non-uniformed help desk proposals, specific project based proposals and general services should the Township decide it is in its interest to name multiple vendors.

Since the Township may or may not select a single vendor for all services, other pricing alternatives are anticipated to be submitted. Specifically, all Police/Fire services, all non-uniform services, specific project based proposals and general services are being requested. Lastly, since the Township may award a single contract for all services, the Township is requesting pricing for ALL services. Multi-year pricing for all of these alternative is also requested. The Township may consider alternative pricing structure if submitted as well.

3.3 EVALUATION AND SELECTION PROCESS:

Evaluation and Selection Committee. All Contractors' proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

The Procurement Officer shall first review each proposal for compliance with the requirements of this RFP. Failure to comply with any requirement will disqualify a Contractor's proposal. The Contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed

below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the Township.

The intent of this RFP is to provide Network Managed Services Firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of TOWO. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the Township's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

3.4 Technical Evaluation:

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the Township. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and then, at the conclusion of the technical evaluation, ranking the final shortlist of proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides, but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the Committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion. Factors are listed in order of importance.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the Township's best interest.

Technical Evaluation. An evaluation and ranking of the Technical and Price Proposals will be conducted by the Township's Evaluation and Selection Committee.

Final Ranking and Selection. Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will prepare and send a ranking of the proposals submitted to the Township Council in writing, recommending an award of the contract(s) to the responsive Offeror(s) whose proposals are determined to be the most advantageous to the Township based on the results of the final technical and financial evaluation in accordance with the State of New Jersey Public Contracting Law. That recommendation will be made based upon all financial and non-financial factors identified in this Request for Proposal and may or may not be awarded to the proposer with the lowest cost proposals.

3.5 The Township reserves the right to:

- Reject all proposals or issue modified Requests for Proposals at any time before an award
- Meet with proposing vendors to review proposals and obtain clarification of proposal details
- Award a single vendor or select a number of vendors that meet the Township's needs
- Procure software/hardware for installation/maintenance by the awarded vendor from the lowest possible sources whether it be the awarded vendor, competitive bids, state contract, regional co-operative or other lower cost vendors.

All information included in this proposal is considered to be accurate but subject to clarification and/or correction.

SECTION IV – PROPOSAL

PROPOSAL INSTRUCTIONS:

Any vendor wishing to submit a proposal must provide a letter of intent by :

Thursday, May 19, 2022 @ 11:00 A.M.

Please email intent letter to:

John O. Gross
Chief Financial Officer
jgross@westorange.org

with a copy to:

Panayiota Reynolds
Purchasing Agent
preynolds@westorange.org

Any vendor who does NOT submit a letter of intent stating its intention to submit a proposal on or before Thursday, May 19, 2022 @ 11:00 A.M. will NOT be considered qualified for an award pursuant to this Request for Proposal.

All qualified vendors may attend pre-proposal meeting if it is determined by the Township if one is needed. All will be notified.

No verbal questions will be entertained. Written answers to any and all questions received from any vendor(s) will be provided to all vendors who have submitted a Letter of Intent by Thursday, May 19, 2022 @ 11:00 A.M. via email. At the discretion of the Township, an in person or video meeting of all of the qualified vendors may be scheduled in order to address any complex issues that arise.

All qualified vendors wishing to propose these services must submit their proposal and complete the following Network Managed Services Questionnaire in its entirety, and return both in a sealed envelope to the attention of:

Panayiota Reynolds, Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

No later than Wednesday, June 8, 2022 @ 10:00 A.M. Faxed and/or emailed proposals will not be accepted.

Vendor Qualifications to Support Technologies Currently in Use: please respond yes or no to each of the following:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is Microsoft Certified Partner, Silver or Gold. Yes / No
- Please indicate whether Vendor is a Microsoft Certified Systems Engineer MCITP-Enterprise Admin on staff full time. Yes / No
- Please indicate whether Vendor is Dell SonicWALL Partner with a CSSA on staff Yes / No
- Please indicate whether Vendor is Dell EqualLogic Certified Partner Yes / No
- Please indicate whether Vendor is VMware Enterprise Partner V5.x with a VCP on staff Yes / No
- Please indicate whether Vendor is Datto Certified partner Yes/ No
- Please indicate whether Vendor is a minimum of 6, W2 employees to ensure support coverage Yes / No
- Vendor will supply a minimum of 3 government references where they are currently performing similar services. Yes / No
- Vendor's headquarters and support staff are located in New Jersey. Yes / No
- All work will be performed by vendor's full time employees - not sub-contractors Yes / No
- Vendor has been in business for at least 10 years Yes / No
- Vendor has never declared Bankruptcy Yes / No
- Vendor has a system in place to provide the City with periodic detailed audit reports of all time billed with dates, time spent and issues addressed. The City may request these audit reports at any time. Yes / No

Uniformed Network

- Has Vendor Installed/Upgraded/Maintained any systems in the last 3 years in accordance with the CJIS security policy? Yes / No

- Has vendor ever conducted IT Security Audit with the FBI's CJIS Unit? Yes / No
- Is vendor willing to provide signed/executed Security Addendum Certificate? Yes / No
- Is vendor willing to have all personnel subject to background checks? Yes / No
- Please indicate whether Vendor is Symantec Certified Partner Silver or Gold Yes / No
- Please indicate whether Vendor is VERITAS Certified Partner Yes / No
- Please indicate whether Vendor is certified Veeam partner Yes / No

Vendor will be required to have the following technical qualifications:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is certified or has 3 years' experience supporting the following and have current references using these products:
- Microsoft Windows 2003/2008 R2/2012 R2 Yes / No
- Configuring of Domain Controllers Yes / No
- Streamline Active Directory with proper rights and permissions. Yes / No
- Microsoft Exchange 2010/2013 Yes / No
- Microsoft Outlook Web Access Yes / No
- Microsoft Terminal Services Yes / No
- Dell Servers Yes / No
- Dell Tape Libraries Yes / No
- Dell EqualLogics SAN devices Yes / No
- Dell SonicWALL Firewall Configurations Yes / No
- Dell SonicWALL ViewPoint/Analyzer software Yes / No
- Dell SonicWALL Site to Site VPN tunnels and VPN client access Yes / No
- Dell SonicPoint Wireless Solutions Yes / No
- Dell web managed switches Yes / No

- VMware vSphere 5.x Virtualization software Yes / No

Uniformed Network

- Veeam Replication/Backup software Yes / No
- Configuring Symantec End Point Security Software Yes/No
- Configuring Symantec Backup Exec and agents for Disaster Recovery, Open Files and Exchange, Symantec Backup Exec System Recovery Yes / No

Vendor will be required to provide credentials and certifications for above upon request. Yes / No

Vendor will be required to perform the following duties:

- Provide a mid-level technician on location 8 hours/week to support local desktops and services
Yes / No
- Have remote desktop and monitoring software on all desktops and servers and monitor 24/7
Yes / No
- Provide the name of the monitoring software and services it monitors Yes/No
- Perform monthly server maintenance Yes / No

PROPOSAL 1.

Price Proposal Form – All Police/Fire Services Proposal – Network and Desktop Support

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software					
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature

_____ Title _____ Address By (please print)

_____ City, State, Zip

_(_____)_____- _____ Telephone Number _____/_____/_____ Date

PROPOSAL 2

Price Proposal Form – All Non-Uniformed Services Proposal – Network and Desktop Support

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software					
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature

_____ Title _____ Address By (please print)

_____ City, State, Zip

_(_____)_____- _____ Telephone Number _____/_____/_____ Date

Price Proposal Form - All Police/Fire services, All Non-Uniformed Services, specific project based proposals and general services

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
			Discounts for Additional years		
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software					
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal					

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts: _____

_____ Firm Signature
 _____ Title _____ Address By (please print)
 _____ City, State, Zip
 (____) _____ - _____ Telephone Number _____ / ____ / _____ Date

PROPOSAL 4

Price Proposal Form – General Project Based Proposals

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
			Discounts for Additional years		
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature
 _____ Title _____ Address By (please print)
 _____ City, State, Zip
 () - _____ Telephone Number _____ / / _____ Date

PROPOSAL 1-A (ALTERNATE)

Price Proposal Form – To be determined by Vendor

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature
_____ Title _____ Address By (please print)
_____ City, State, Zip

(_____) _____ - _____ Telephone Number _____ / ____ / _____ Date

SECTION V-GENERAL INSTRUCTIONS AND MANDATORY FORMS

GENERAL INSTRUCTIONS TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.
2. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
4. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.
5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Each bid must be signed in ink by the person authorized to do so.
7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.
8. Non-Collusion Affidavit must be completed and included with bid.
9. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

10. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.
11. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable.
12. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.
14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be compiled with by the successful bidder in construction contracts.
15. The Township of West Orange is exempt from any State sales tax or Federal excise tax.
16. The contract, if applicable, shall be in effect for one (1) year from date of award unless otherwise stated. Continuation of the terms of this contract beyond December 31 is contingent on availability of funds in the following year's Budget and in the event of unavailability of such funds; the Township of West Orange reserves the right to cancel this contract.
17. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
18. Mandatory: Bidder shall provide copy of their Business Registration Certificate. In addition, Contractors providing services for regarding construction or repair of a public building must provide copy of Public Works Contractor Registration Certificate.
19. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least five (5) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.
20. Mandatory: Bidder shall submit Disclosure of Ownership Form stating the names and addresses of all stockholders in the corporation or partners in the partnership, who own a 10% or more of its stock, or any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be.
21. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

22. Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

- A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.
- B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.
- C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

(Name of Business Entity)

Subscribed and sworn to before me

this day of _____, 20_____.

(Signature)

(Print Name of affiant)

Notary Public of

My Commission expires _____

(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Please Check One:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned _____.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned _____.

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____

Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW:

Stockholders:

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name_____

Home Address: _____

Owner or Representative Signature

Print Name & Title

Notary public

Sworn before me this day of 20____.

(Signature)

(Seal)

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

☐ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: _____ Relationship to Proposer: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5--31, et seq., and N.J.A.C. 17:27 et seq. The vendor shall submit to the Township one of the following three documents as forms of evidence:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report (AA302) consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-1.1 et seq.

Bidders may obtain the Employee Information Report (AA302) from the New Jersey Department of the Treasury, Division of Contract Compliance & Equal Employment Opportunity and Equal Employment Opportunity in Public Contracts (Division).

NO BIDDER MAY BE ISSUED A FORMS CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes (If yes, submit a copy of such approval.) No ____
2. Do you have a State Certificate of Employee Information Report approval?
Yes (If yes, submit a copy of such approval.) No ____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27 et seq. and agrees to furnish the required documentation pursuant to the law.

COMPANY: NAME: _____

SIGNATURE: _____ TITLE: _____

****A contractors bid must be rejected as non-responsive if the successful vendor fails to submit either 1,2 or 3 within the time specified. ****

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Please assign the number, date and initial.

Addendum Number (Initial)	Dated	Acknowledge Receipt
------------------------------	-------	---------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐

No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Cindy Matute-Brown, Councilman Bill Rutherford; Councilwoman Susan McCartney, Councilwoman Michelle Casalino; and Councilwoman Tammy Williams.

Company Name

Authorized Signature

Printed Name

Date

SECTION VI – BIDDERS CHECK LIST

Mandatory Items-

Please submit one (1) original and one (1) copy which can be on a usb or flash drive

Business Registration Certification _____

Stockholders Disclosure Statement _____

Affirmative Action Compliance Notice _____

Iranian Disclosure Form _____

Non Collusion Affidavit _____

Proposal Form (s) _____

Addenda Acknowledgement _____

Political Disclosure Certification _____

Exhibit “B”

PROPOSAL 1.

Price Proposal Form – **All Police/Fire Services Proposal** – Network and Desktop Support

Proposer Name: **Pascack Data Services, Inc.**

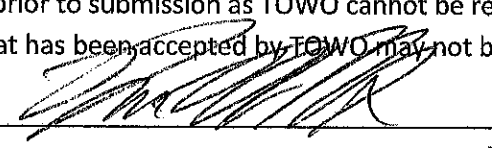
Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	<u>\$7,450</u>	<u>\$7,450</u>	<u>\$7,450</u>	<u>\$7,450</u>	<u>\$7,450</u>
As per inventory provided – up to 100 emergency services workstations and 8 servers (virtual or Physical) Includes one day per week on site and remote support.					
One Time or Startup Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
New hardware or software					
Required: (list individual Items)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Hourly Rates for Project Based Proposal					
	<u>150</u>	<u>150</u>	<u>150</u>	<u>150</u>	<u>150</u>

Description of pricing calculations: Pricing for project based work - please describe Information on any pricing incentives for longer term contracts:

Pricing for project based work is based on the skillset required for the work and would be quoted accordingly. Based on the skillset required the hourly rates range from \$100 to \$175 per hour.

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.



President _____ Title _____ Address By (please print) _____
200 Central Ave., Suite 100, Hawthorne, NJ 07506 _____ City, State, Zip _____
(973)304-4858 _____ Telephone Number _____ 5/31 2022 _____ Date

[Type here]

PROPOSAL 2

Price Proposal Form – All Non-Uniformed Services Proposal – Network and Desktop Support

Proposer Name: Pascache Data Services, Inc.

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software					
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

[Signature] Firm Signature
President Title
200 Central Ave suite 100 Hawthorne NJ 07506 Address By (please print)
(973) 304-4858 Telephone Number 5/31/2022 Date

Not Applicable

PROPOSAL 4

Price Proposal Form – General Project Based Proposals

Proposer Name: **Pascack Data Services, Inc.**

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Startup Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal					
	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts:

Pricing for project based work is based on the skillset required for the work and would and be quoted accordingly. Based on the skillset required the hourly rates range from \$100 to \$175 per hour._____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

Firm Signature

President Title _____ Address By (please print)
200 Central Ave., Suite 100, Hawthorne, Nj 07506 City, State, Zip
(973)304-4858 Telephone Number 5/31 2022 Date

[Type here]

PROPOSAL 1-A (ALTERNATE)

Price Proposal Form – To be determined by Vendor

see Below

Proposer Name: **Pascack Data Services, Inc.**

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Startup Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts:

Alternate Option 1: \$1,350 per month

Server only monitoring (up to 8 physical or virtual servers) with response utilizing a block of 60 pre-purchased hours (Invoiced quarterly). We only recommend updates to Windows servers that are critical updates, service packs, or cumulative update packages. Patches need to be approved by all the software vendors prior to implementation as there may be compatibility issues. These will be installed during a pre-determined downtime window, utilizing the block of 60 pre-purchased hours. (Invoiced quarterly)

[Type here]

This would be performed with the assistance of a dedicated Township IT Engineer for the Police department.

Additional hours can be purchased as needed at the rate of \$150 per hour, with a minimum additional block of 20 hours.

Alternate Option 2: \$1,950 per month

Workstation monitoring and patch management for up to 100 Windows Public Safety workstations. Any issues regarding patch management will be addressed utilizing a block of 60 pre-purchased hours (Invoiced quarterly).

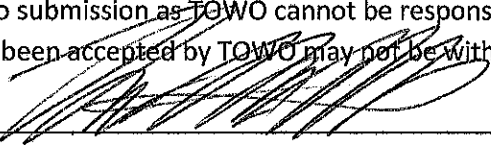
Server only monitoring (up to 8 physical or virtual servers) will also be included. We only recommend updates to Windows servers that are critical updates, service packs, or cumulative update packages. Patches need to be approved by all the software vendors prior to implementation as there may be compatibility issues. These will be installed during a pre-determined downtime window, utilizing the block of 60 pre-purchased hours.

All of these services would be performed with the assistance of a dedicated Township IT Engineer for the Police department.

Additional hours can be purchased as needed at the rate of \$150 per hour, with a minimum additional block of 20 hours.

It is highly recommended that the Police Department implement the Security Solutions included in the attached Security Review document. The proposal is based on recommendations by The NJ State Police Cyber Security division, the FBI, the NJ Joint Insurance Fund and Pascack Data's experience in the industry.

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

 Firm Signature

President _____ Title _____ Address By (please print)
200 Central Ave., Suite 100, Hawthorne, NJ 07506 _____ City, State, Zip
(973)304-4858 _____ Telephone Number _____ 5/31 2022 _____ Date

[Type here]

SonicWALL Advanced Configuration
 Multi-Factor Remote Access

Tier 3 Compliance - Use pre-purchased support hours
 Tier 3 Compliance - Previously Purchased

Site Management - Optional					
(RMM) on Workstations	Tier 2 Compliance - Included in Support Agreement	70			
SIEM For Workstations (365 Day History) (2HR)	Tier 2 Compliance - CJIS Required 365 Day History	70	1,120.00	13,440.00	
Kaseya Network Audit - internal and external	Tier 3 Compliance Run Daily	1	625.00	7,500.00	
Quarterly Backup and Recovery Testing	or Tier 3 Compliance - Quarterly Scans \$1,800	1	450.00		
or Annual Backup and Recovery Testing	Tier 3 Compliance - Annually	1	1,250.00	1,250.00	
	Tier 3 Compliance - Quarterly \$3,600	1	900.00	900.00	

Off-Site Backup

Air gap backup (Tape/RD Drive)
 Off site backup

Tier 1 Compliance - Previously Purchased
 Tier 1 Compliance - To be Discussed

Microsoft 365 Users Optional

Pasack Data Email Security Best Practices
 External Email Warning on Incoming Email
 Multi-Factor Remote Access

Tier 1 Compliance - Use pre-purchased support hours
 Tier 3 Compliance - included if using Office 365

Microsoft 365 Users Optional					
Pasack Data Email Security Best Practices	Microsoft 365	150	8.80	1,320.00	15,840.00
SonicWALL Cloud App Security For O365	Installation/ Migration				6,000.00
Veeam Office 365 Backup - Off Microsoft's Cloud	Tier 1 Compliance -	150	3.15	472.50	5,670.00
Barracuda Message Archiver - up to 150 GB of Mail	Tier 1 Compliance -	150	1.60	240.00	2,880.00
	Tier 2 Compliance - Previously Purchased				

68,828.80

West Orange Police - Security Overview with Pricing - Tier 1

March 9, 2022

Users / Servers	Price	Customer Monthly / Qtr Cost	Customer Annual Cost
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Site Management - Required

SonicWALL Capture Client	Tier 1 Compliance - Previously Purchased			
End User Phishing/Security Education - Training status reports are available	Tier 1 Compliance	150	3.45	592.50 7,110.00
Pascack Data Network Security Best Practices:				
Regularly Scheduled Patch Management	Tier 1 Compliance - Use pre-purchased support hours			
Upgrading of Firewall Firmware as required	Tier 1 Compliance - Use pre-purchased support hours			
Advanced Password Policies	Tier 1 Compliance - Use pre-purchased support hours			
Technology Incident Response Plan	Tier 1 Compliance - Use pre-purchased support hours			

Site Management - Optional

Off-Site Backup				
Air gap backup (Tape/RD Drive)	Tier 1 Compliance - Previously Purchased			
Off site backup	Tier 1 Compliance - To be Discussed			
Microsoft 365				
Pascack Data Email Security Best Practices				
External Email Warning on Incoming Email	Tier 1 Compliance - Use pre-purchased support hours			

Microsoft 365 Users Optional

Pascack Data Email Security Best Practices	Microsoft 365	150	8.80	1,320.00 15,840.00
SonicWALL Cloud App Security For O365	Installation/ Migration			6,000.00
Veeam Office 365 Backup - Off Microsoft's Cloud	Tier 1 Compliance -	150	3.15	472.50 5,670.00
	Tier 1 Compliance -	150	1.60	240.00 2,880.00
				37,500.00

West Orange Police - Security Overview with Pricing - Tier 2

March 9, 2022

Site Management - Required		Users / Servers	Price	Customer Monthly / Qtr Cost	Customer Annual Cost
SonicWALL NSM Advanced (Licensed Per Firewall)					
Captures Web Traffic for Forensics and Productivity					
	Tier 2 Compliance - See below				
	West Orange - Fire 2 - T300	1	309.55		309.55
	West Orange - Fire 3 - T300	1	309.55		309.55
	West Orange - Fire 5 - T300	1	309.55		309.55
	West Orange - Fire Headquarters - T500	1	434.86		434.86
	West Orange - Fire House 4 - T300	1	309.55		309.55
	West Orange - Valley PD - T300	1	309.55		309.55
	West Orange - Washington PD - T300	1	309.55		309.55
	West Orange Police Headquarters - NSA 4600 HA	1	1,287.00		1,176.64
	Tier 2 Compliance	1	150.00		150.00
SMA Reporting Analytics					
(RMM) on Servers. Monitoring of Server Physical Hardware and Services - Disk Drive Status and space, Processors, Network Access, Power Supplies, OS Issues. Etc..		14			
SIEM for Servers (365 Day History)(30 Min Res)					
Quarterly Business Review Meetings	Tier 2 Compliance - CJIS Required 365 Day History	23	20.00	460.00	5,520.00
Passtack Data Network Security Best Practices:	Tier 2 Compliance - Use pre-purchased support hours				
Access Privilege Controls (Admin and File)	Tier 2 Compliance - Use pre-purchased support hours				
Disaster Recovery / IT Continuity Planning	Tier 2 Compliance - Use pre-purchased support hours				
Included with Incident Response Plan					
Site Management - Optional					
(RMM) on Workstations		70			
SIEM For Workstations (365 Day History) (2HR)	Tier 2 Compliance - Included in Support Agreement				
	Tier 2 Compliance - CJIS Required 365 Day History	70	16.00	1,120.00	13,440.00
Off-Site Backup					
Microsoft 365 Users Optional					
Barracuda Message Archiver - up to 150 GB of Mail	Tier 2 Compliance - Previously Purchased				

22,578.80

West Orange Police - Security Overview with Pricing - Tier 3

March 9, 2022

Users / Servers	Price	Customer Monthly / Qtr Cost	Customer Annual Cost
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Site Management - Required			
SonicWALL Advanced Configuration	Tier 3 Compliance - Use pre-purchased support hours		
Multi-Factor Remote Access	Tier 3 Compliance - Previously Purchased		
Site Management - Optional			
Rapidfire Tools	Run Daily	1	625.00
Quarterly Backup and Recovery Testing	or Tier 3 Compliance - Quarterly Scans \$1,800	1	450.00
or Annual Backup and Recovery Testing	Tier 3 Compliance - Annually	1	1,250.00
	Tier 3 Compliance - Quarterly \$3,600	1	900.00
Off-Site Backup			
Microsoft 365			
Multi-Factor Remote Access	Tier 3 Compliance - included if using Office 365		
Microsoft 365 Users Optional			

8,750.00

Vendor Qualifications to Support Technologies Currently in Use: please respond yes or no to each of the following:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is Microsoft Certified Partner, Silver or Gold Yes/ No
- Please indicate whether Vendor is a Microsoft Certified Systems Engineer MCITP- Yes
- Enterprise Admin on staff full time. Yes/ No
- Please indicate whether Vendor is Dell SonicWALL Partner with a CSSA on staff Yes/ No
- Please indicate whether Vendor is Dell EqualLogic Certified Partner Yes/ No
- Please indicate whether Vendor is VMware Enterprise Partner V5.x with a VCP on staff Yes/ No
- Please indicate whether Vendor is Datto Certified partner Yes/ No
- Please indicate whether Vendor is a minimum of 6, W2 employees to ensure support coverage Yes/ No
- Vendor will supply a minimum of 3 government references where they are currently performing similar services Yes/ No
- Vendor's headquarters and support staff are located in New Jersey Yes/ No
- All work will be performed by vendor's full time employees - not sub-contractors Yes/ No
- Vendor has been in business for at least 10 years Yes/ No
- Vendor has never declared Bankruptcy Yes/ No
- Vendor has a system in place to provide the City with periodic detailed audit reports of all time billed with dates, time spent and issues addressed. The City may request these audit reports at any time. Yes/ No

Uniformed Network

- Has Vendor Installed/Upgraded/Maintained any systems in the last 3 years in accordance with the CJIS security policy? Yes/ No

- Has vendor ever conducted IT Security Audit with the FBI's CJIS Unit? ☒ Yes / No
- Is vendor willing to provide signed/executed Security Addendum Certificate? ☒ Yes / No
- Is vendor willing to have all personnel subject to background checks? ☒ Yes / No
- Please indicate whether Vendor is Symantec Certified Partner Silver or Gold ☒ Yes / No
- Please indicate whether Vendor is VERITAS Certified Partner ☒ Yes / No
- Please indicate whether Vendor is certified Veeam partner ☒ Yes / No

Vendor will be required to have the following technical qualifications:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is certified or has 3 years' experience supporting the following and have current references using these products:
- Microsoft Windows 2003/2008 R2/2012 R2 ☒ Yes / No
- Configuring of Domain Controllers ☒ Yes / No
- Streamline Active Directory with proper rights and permissions ☒ Yes / No
- Microsoft Exchange 2010/2013 ☒ Yes / No
- Microsoft Outlook Web Access ☒ Yes / No
- Microsoft Terminal Services ☒ Yes / No
- Dell Servers ☒ Yes / No
- Dell Tape Libraries ☒ Yes / No
- Dell EqualLogics SAN devices ☒ Yes / No
- Dell SonicWALL Firewall Configurations ☒ Yes / No
- Dell SonicWALL ViewPoint/Analyzer software ☒ Yes / No
- Dell SonicWALL Site to Site VPN tunnels and VPN client access ☒ Yes / No
- Dell SonicPoint Wireless Solutions ☒ Yes / No
- Dell web managed switches ☒ Yes / No

- VMware vSphere 5.x Virtualization software ☒ Yes / No

Uniformed Network

- Veeam Replication/Backup software ☒ Yes / No
- Configuring Symantec End Point Security Software ☒ Yes / No
- Configuring Symantec Backup Exec and agents for Disaster Recovery, Open Files and Exchange, Symantec Backup Exec System Recovery ☒ Yes / No

Vendor will be required to provide credentials and certifications for above upon request ☒ Yes / No

Vendor will be required to perform the following duties:

- Provide a mid-level technician on location 8 hours/week to support local desktops and services
☒ Yes / No *Can be provided using Black & hours purchased upon Request*
- Have remote desktop and monitoring software on all desktops and servers and monitor 24/7
☒ Yes / No
- Provide the name of the monitoring software and services it monitors ☒ Yes / No *Connectwise / CONTINUUM RMM*
- Perform monthly server maintenance ☒ Yes / No *Monitors hardware Infrastructure*

- Do you support ad-hoc reporting requests? Describe the process for requesting ad-hoc reports? Provide the timeframe for turnaround of ad-hoc reporting.

There are numerous reporting features and options within the existing reports. Ad-hoc reporting is available by special request at an additional charge.

- Do you support the ability to create PDF reports? Can they be sent securely via email? Can they be digitally signed and tracked?

Yes, we can provide reports in a PDF. Secure email is available at an additional charge.

- How is your reporting interface structured? Do you use multiple interfaces for different services? Is the information integrated across service lines? What cross-service line metrics and reports do you offer?

There are numerous reports available and upon being chosen as a preferred vendor, we would sit with the customers' technical team and determine which reports are required on a regular basis.

- Can you create custom reports? How is this accomplished?

There are numerous reporting features and options within the existing reports. Custom reporting is available by special request at an additional charge.

- Describe help desk or ticketing functionality. What workflow management features are available?

Help desk requests can be submitted via email to our ticketing system or phoned in. Although all tickets can be responded to by any of our engineers, each customer has a primary and secondary support engineer assigned. Based on availability, if they cannot respond in a reasonable time frame the help desk coordinator will assign another engineer to the ticket.

- How long is data available in the portal for reporting?

Server information is available for two months.

2.13 Customer Support and Account Management:

- Describe your company's process for customer-initiated tickets, as it relates to incidents and support issues.

Help desk requests can be submitted via email to our ticketing system or phoned in. Although all tickets can be responded to by any of our engineers, each customer has a primary and secondary support engineer assigned. Based on availability, if they cannot respond in a reasonable time frame the help desk coordinator will assign another engineer to the ticket.

- Detail your approach to customer support. What technical support resources do customers have access to?

Customer support is our highest priority and although most tickets are closed without the need for direct customer contact, all of our engineers are available by phone for discussion, based on availability.

- How is your customer support structured? What is the escalation process for reported problems or issues?

All of Pascack Data's engineers are experienced professionals, currently with a minimum of 8 years of experience with Pascack Data. As explained above, "Help desk requests can be submitted via email to our ticketing system or phoned in. Although all tickets can be responded to by any of our engineers, each customer has a primary and secondary support engineer assigned. Based on availability, if they cannot respond in a reasonable time frame the help desk coordinator will assign another engineer to the ticket."

- What are the hours for customer support? **See Below.** Does support change hands at any point? NO What locations is this support provided from? **Pascack Data Main Location in Hawthorne, NJ during standard business hours and from individual's cell phones after hours.** How do you maintain quality of support 24x7? **The existing support engineers are on call after hours.**

Definition: Severity 1 (Critical) Severity 2 (High) Severity 3 (Normal)

Hours of support:

Standard hours: Monday to Friday 8:30 to 5:30, except Pascack Data Observed Holidays

(New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas)

Severity 1 (Critical)

Standard Business Hours: Immediate response not to exceed 30 minutes

After Standard Business Hours: Immediate response not to exceed four hours.

Severity 2 (High) Initial Response (from occurrence)

Standard Business Hours: Immediate response not to exceed 30 minutes

After Standard Business Hours: Immediate response not to exceed four hours.

Severity 3 (Normal)

Standard Business Hours: Immediate response not to 30 minutes

[Type here]

- What kind of value-added support options are available? Can you provide a dedicated technical account manager? At what cost?

Yes, as our standard practice there is a main engineer assigned to the account with a backup that is familiar with the account.

- Describe your approach to account management. Who will manage the account from a business and executive level? What access will we have to company leadership?

The customer has direct access to company leadership and engineers at any time.

- Describe how you measure and report client satisfaction, including frequency.

Since the customer is interacting with our engineers, we expect them to keep management informed. We also anticipate that all managed services customers will meet with us several times a year for periodic updates.

- Describe your processes and mechanisms for handling client inquiries and reported problems.

Help desk requests can be submitted via email to our ticketing system or phoned in. Although all tickets can be responded to by any of our engineers, each customer has a primary and secondary support engineer assigned. Based on availability, if they cannot respond in a reasonable time frame the help desk coordinator will assign another engineer to the ticket.

- Describe your customer service responsiveness, hours of staff availability, and available communication mechanisms (e.g., written, verbal, electronic, face-to-face).

Help desk requests can be submitted via email to our ticketing system or phoned in. Although all tickets can be responded to by any of our engineers, each customer has a primary and secondary support engineer assigned. Based on availability, if they cannot respond in a reasonable time frame the help desk coordinator will assign another engineer to the ticket.

- Describe how customer satisfaction deficiencies are addressed and resolved.

Customer satisfaction is a top priority for the Management at Pascack Data. We believe immediate attention is usually the best course of action, which can be handled by conference call or a face to face meeting.

- What ongoing programs are in place to manage client satisfaction?

Customer satisfaction is a top priority for the Management at Pascack Data. We believe immediate attention is usually the best course of action, which can be handled by conference call or a face to face meeting.

2.14 Service Level Agreement:

- Describe your service level agreements for the proposed services. Provide detailed SLAs.

Hours of support:

Standard hours: Monday to Friday 8:30 to 5:30, except Pascack Data Observed Holidays

(New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas)

Severity 1 (Critical)

Standard Business Hours: Immediate response not to exceed 30 minutes

After Standard Business Hours: Immediate response not to exceed four hours.

Severity 2 (High) Initial Response (from occurrence)

Standard Business Hours: Immediate response not to exceed 30 minutes

After Standard Business Hours: Immediate response not to exceed four hours.

Severity 3 (Normal)

Standard Business Hours: Immediate response not to 30 minutes

- Explain your company's methods for monitoring and measuring SLAs. What options are available to us upon failure to meet your stated SLAs?

Customer satisfaction is a top priority for the Management at Pascack Data. We believe immediate attention is usually the best course of action, which can be handled by conference call or a face to face meeting.

2.15 Implementation: Additional detail would be required to respond to with accurate answers to the questions below. In general, Pascack Data has implemented numerous large projects in excess of thousands of devices across the tri-state area and has the experience to complete projects on schedule with the required transfer of knowledge.

- Describe your approach to implementing services.
- What customer resources are required to support implementation?
- What is the typical implementation timeframe?

[Type here]

- How do you ensure minimal impact or disruption to the customer?
- What steps do you take to ensure full and complete implementation?
- Detail the handoff process once services are turned up.
- What training is offered to customer staff to introduce them to the services?
- How do you handle implementing services across widespread, geographically dispersed facilities?
- What options are available for implementation? Remote installations? On-site field engineers?

2.16 Industry Specific Experience:

- How many government or higher education clients do you provide monitoring or security device management services for? **Please see our reference list.**
- What reports are available comparing customers to peers and others in their industry?

For security purposes, we can provide generalizations of other incidents, but do not discuss individual details of other client's networks.

2.17 Customer Satisfaction:

- Describe your process and mechanisms for handling client inquiries and reported problems.

Customers have direct access to Pascack Data's management team.

- Describe how you measure and report client satisfaction, including frequency.

Since the customer is interacting with our engineers, we expect them to keep management informed. We also anticipate that all managed services customers will meet with us several times a year for periodic updates.

- Describe how satisfaction deficiencies are addressed and resolved (in your service level agreement or elsewhere).

Customer satisfaction is a top priority for the Management at Pascack Data. We believe immediate attention is usually the best course of action, which can be handled by conference call or a face to face meeting.

- Provide your latest client satisfaction results.

Our average customer has been with us for over 10 years and many of our customers have been with us over 25 years.

2.18 Firm References:

[Type here]

Provide three (3) client contacts that are accounts of similar size. The client references must be current customers and have at least one year of experience with your MNS service. Please include name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address.

Proposers are to provide this information as part of the Technical Proposal; however, TOWO will check references only of the clients of the shortlisted Proposing Firms. TOWO reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of confidence by the Township. The contact person should be capable of speaking to a firm's capability in performing the services required. References will be held in the strictest of confidence.

References: Partial list – Additional contact names available on request

Borough of Ramsey – 8 years with Pascack
Bruce Vozeh - 201-825-3400

Linden Police Department – 20+ years with Pascack
Charlie Crane - (908) 474-8517

Kearny Police – 20+ years with Pascack
Ofc. Thomas M. Sumowski - (201) 998-1313

Hawthorne Police – 9+ years with Pascack
Det. Matt Hoogmoed (Police) - 973-427-1800

Plainfield Police – 20+ years with Pascack
Adam Green - (908) 753-3042

Hawthorne Borough Hall – 9+ years with Pascack
Eric Mauer – (973) 427-1168

Hohokus Borough and Police - 2 Years with Pascack
Bill Jones – (201) 652-4400

Scotch Plains Township – 2 + years with Pacack
Margaret Heisey - 908-322-6700

West Orange Police and Fire – 20+ years with Pascack
Nick Allegrino

2.19 Special/Unique Qualifications:

Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide Network Managed services to TOWO. Special firm and/or individual expertise is to be included.

Pascack Data has been supporting Law Enforcement agencies for over 25 years. We have the expertise and experience necessary to provide secure and reliable solutions for mission critical needs utilizing Attorney General / FBI CJIS Security Guidelines. We have extensive knowledge of the systems and software used within the Police department: ex. Dispatch software, NCIC Access, LiveScan, Infocop, etc.

2.20 Insurance:

1. Provide a copy of a Certificate of Insurance verifying your firm's coverage for Professional Liability for one million dollars. **Please see Attached.**
2. Worker's Compensation pursuant to New Jersey Statues. **Please see Attached.**
3. General Liability in the amount of Two million with Township of West Orange named as additional insured. **This will be provided upon being chosen as a vendor.**

Exhibit “B”

AGREEMENT FOR IT NETWORK MANAGEMENT SERVICES

THIS AGREEMENT, dated as of the 29st day of **JUNE, 2022** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **MICROCOMPUTER CONSULTING GROUP, INC.**, (hereinafter referred to as the "Contractor"), having its principal offices at 53 West 36th Street, Suite 404, New York, New York.

WHEREAS, on or about May 9, 2022, the Township issued a Request for Proposal (the "RFP") seeking proposals for IT Network Management Services ("IT Services"), annexed hereto as Exhibit "**A**;" and

WHEREAS, on June 8, 2022, the Contractor submitted a proposal in response to the RFP, annexed hereto as Exhibit "**B**," seeking award of the Contract for IT Services for Non-Uniformed Network Systems and for special projects on an as needed basis (the "Contract") for a term of three (3) year with a possible renewal term of an additional two (2) years.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, IT Services consistent with the scope of services as set forth in the RFP and the Contractor's Proposal (the "Proposal").

2. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

6. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents

to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

8. This agreement is effective as of **July 1, 2022** and covers the period of **July 1, 2022 through June 30, 2025** with a possible extension until **June 30, 2027**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

MICROCOMPUTER CONSULTING
GROUP, INC.

Rebecca Pritts, CEO

Name:

Kenneth Goldberg

Name:

06/29/2022

ATTEST: _

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR ROBERT D. PARISI

Exhibit “A”

TOWNSHIP OF WEST ORANGE

ESSEX COUNTY, NEW JERSEY

Request for Proposal

Request for Proposals for Network Managed Services- RE-BID

Bid Submission Date:

Wednesday June 8, 2022

10:00 A.M.

Prevailing Time

TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052

(973) 325-4056

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ADVERTISEMENT

Request for Proposal

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for Network Managed Services- RE-BID. The proposal package can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing a request to preynolds@westorange.org.

Any vendor wishing to submit a proposal must provide a letter of intent prior to submission which is due Thursday, May 19, 2022 @ 11:00 A.M.

Intention letters can be emailed to: John O. Gross, CFO jgross@westorange.org and a copy sent to Panayiota Reynolds, Purchasing Agent preynolds@westorange.org. Any vendor who does not submit a letter of intention will not be considered qualified for an award. Proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange can be mailed, or hand delivered to the Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Proposal due date is Wednesday, June 8, 2022 @ 10:00 A.M. and will be publicly opened and read in the Council Chambers located at 66 Main Street on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Panayiota Reynolds, RPPS, QPA

Purchasing Agent

TOWNSHIP OF WEST ORANGE

66 MAIN STREET

WEST ORANGE, NEW JERSEY 07052

COMPETITIVE CONTRACTING

REQUEST FOR PROPOSAL

FOR NETWORK MANAGED SERVICES-REBID

SCOPE:

The Township of West Orange ("TOWO" or "Township") is soliciting proposals to obtain network monitoring and management services support for our enterprise and global networks in both the uniformed network (Police & Fire) and non-uniformed network. The Network Managed Services Provider ("NMSP", "Vendor", or "Contractor") will bid on one or both networks and be able to deliver services consisting of but not limited to:

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

TOWO issues this request for a Network Managed Services Provider with the intent of having a third party manage TOWO's networks. All of the above will hereafter collectively be referred to as the "Proposed Solution."

It is anticipated that an award will be made for the year 2022 on or about July 19, 2022 for services to be implemented on or about August 1, 2022 through December 31, 2022. This contract can be awarded anywhere from 1 to 5 years subject to availability of funds.

The goals of the Township are as follows:

- 1) Increase effectiveness and efficiency of the Information Technology Systems.
- 2) Reduce the operating costs of the Township required to manage its Information Technology Systems.
- 3) Improve Service strategy, service operation and continual service improvement.

INFORMATION ABOUT THE TOWNSHIP'S ORGANIZATION AND OPERATIONS:

The Township of West Orange is a full service municipality serving 48,843 residents in the County of Essex in the State of New Jersey, providing a wide array of services, from public safety (police, fire, health, etc.) to land use control, design, construction and maintenance, are provided by its staff, 300+ full-time and up to 200 part-time employees, assigned to the following departments:

Department: (location)

Non-Uniform

Executive & Legislative Department: (Town Hall)

Mayor's Office

ABC Board

Town Council

Township Clerk

Legal Services

Planning Board

Board of Adjustments

Waste Management

Municipal Court

Public Defender

Administration & Finance: (Town Hall)

Business Administrator's Office

Purchasing

Tax Collection

Comptroller

Planning & Development: (Town Hall)	Senior Citizen Health Center
Planning & Development	Child Health Clinic
Construction	Recreation: (2 locations)
Housing	Parks and Playgrounds
Assessing: (Town Hall)	Pool
Assessor's Office	
Public Works: (Engineering Building)	Uniformed:
Engineering	Police: (Police Building)
Public Works	Police
Health: (Town Hall)	Fire: (5 locations)
General Health Services	Fire
Senior Citizen Transportation	Uniform Safety
Welfare	Emergency Management
Animal Control	

TOWO's Office of Information Technology (OIT), is responsible for providing all aspects of information technology and network communications for TOWO. This includes deploying, maintaining, and administering all computer, network, and communication functions. OIT is also responsible for establishing connectivity to several network and security devices throughout our area. All connectivity is handled via the commodity Internet, TLS, T1, Dark Fiber circuits or secure VPN tunnels.

AWARD CRITERIA AND FACTORS:

Award(s) for Network Managed services to the Township of West Orange for both uniformed and non-uniformed networks will be based on the following criteria:

- Responsiveness of the proposal related to the scope of the work.
- Ability, capacity and skill the vendor to perform the services effectively and on a timely basis.

- Financial strength and stability of the Vendor.
- The quality, availability and adaptability of the services to the particular need required.
- Net cost, including the Township's cost of implementation & ongoing training, for a 1 to 5 year relationship
- Experience and expertise level of key personnel providing such services
- Experience and expertise of providing such services to the public sector.

Factors that will be considered when evaluating these criteria will include, but not limited to:

- Functionality of Proposed Solutions
- Support Services Offered to Township Employees
- Vendor History
- Product Suitability
- Use of Technology
- Required Infrastructure
- Implementation Schedule
- Vendor's ability to provide the general and technical requirements below

Section I - Technical

1.1 General Requirements:

TOWO is seeking a vendor to provide high-quality technical solutions, support and expertise to all Township sites by means of managing Local Area Networks (LAN) and Wide Area Networks (WAN), performing testing, installations, upgrades for network hardware and software. The Contractor shall provide service strategy, service operation and continual service improvements. The Contractor will be assigned to projects of varying size and scope by Network Operations management, with the expectation of performing all required tasks, not limited to implementation. TOWO is requesting a contractor that can fulfill the following:

- Monitoring Services
- On-Site Support If/When Needed
- Remote Managed Services Support If/When Needed
- New project development and installation

1.2 The contactor roles and responsibilities will include but not be limited to:

- Mitigation and resolution of detected issues
- Diagnose problems before and after occurrence
- Troubleshooting and maintenance of network systems
- Network system support (install, test, maintain, monitor and tune)
- Respond to Tickets forwarded from other responsibility areas
- Tracking “chronic” or recurring problems and escalate within the IT Management Chain
- Network Performance Monitoring in a Control Central Environment

- Network Performance Analysis (trend, analysis, performance monitoring and capacity planning)
Network Configuration Control and Management
- Network Management (Utilization and Capacity)
- Network Utilization and Availability Report
- Management and Administration of Network Monitoring Tools
- Accurately document IP Configurations Installation of network hardware and associated cabling
Provide quality assurance on all network installed equipment
- Support LAN based wireless technology in the enterprise

1.3 Network Problem Identification, Troubleshooting and Maintenance

- The Contractor shall continuously monitor a trouble ticketing system for new or escalated tickets, provided by the Contractor, and update at a minimum every hour when appropriate. All information entered into the ticket shall be clear, concise and accurate. Upon receipt of the trouble ticket, the Contractor shall initiate immediate action to clearly define the problem and effect immediate resolution, or document the problem in the trouble ticketing system to effectively track it to satisfactory resolution, or redistribute it to the appropriate IT group responsible for action towards satisfactory resolution.
- The Contractor shall document each step in the troubleshooting process as it occurs and update the trouble ticket. Due to the complex nature of networks, it is possible for the source of network problems to reside in one or more devices concurrently. As such, the Contractor shall perform troubleshooting techniques to isolate the source of, diagnose and resolve or assist in the resolution of network problems.
- The Contractor shall use existing diagnostic tools or tools that are appropriate for use in diagnosing problems.
- The Contractor shall, when required, participate and/or lead in conference calls during mitigation actions or network anomalies.
- The Contractor when directed shall provide the Network Operations group with after action reports regarding troubleshooting efforts and/or resolution actions taken during and/or after network event troubleshooting.

1.4 Network Problem Resolution and Referral

- The Contractor shall refer network problems to various sources when resolution cannot be achieved by Contractor personnel. If diagnosis or resolution has not been completed in accordance with SLA's as defined below, the Contractor shall escalate the problem to Network Operations Engineers for further action.
- When problems are detected in hardware or circuits, the Contractor must report and resolve the issue, including parts and labor to correct the problem as necessary. See SLA's as defined below.

1.5 Network Installation Support

- The Contractor shall install or modify network components and other systems as required. This includes physical and logical connections with switches, routers, firewalls and related hardware. No modifications or changes shall be made without an approved change request provided by Network Operations. The Contractor shall support implementation of configuration processes based on change review approval by Network Operations. The Contractor shall assist Network Operations in adhering to the approved process for introducing a scheduled maintenance or network configuration change.
- The Contractor shall provide support in troubleshooting network problems associated with new or revised hardware or software installations. The Contractor shall provide support in coordinating new off-network connections including direct site-to-site links with other agencies. The Contractor shall update baseline artifacts to include logical design, as-is drawings and other baseline documents. Occasional staff travel requirements may occur as a result of requirements, but is addressed on a case-by-case basis.

1.6 Network Management and Monitoring

- The Contractor shall be responsible for using Contractor's management tools to monitor our stateside and LAN and WAN networks.
- The Contractor shall have access to the use of a wide assortment of management tools to assist in identifying, analyzing and diagnosing network system problems.

1.7 Network Utilization

- The Contractor shall be responsible for monitoring network utilization to ensure the network infrastructure accommodates customer traffic to all of the customers to help reduce operational costs and establish a foundation for future services.
- The Contractor shall coordinate with outside entities as needed for establishment and baseline verification of baseline and operational network utilization. The utilization statistics shall be captured primarily using various tools to monitor device interfaces in relation to transmission media capabilities.

1.8 Network Availability

- The Contractor shall monitor network availability and compare sample data with the information in the commercial service provider circuit availability reports for verification and validation of outage statistics.

1.9 Network Trend Analysis

- The Contractor shall perform network trend analysis to compile daily and/or longer-term reports for various network traffic areas of interest. These reports shall supply both generalized and specific information about targeted areas and shall provide useful snapshots of information. These reports shall include but are not limited to daily and weekly reports covering various error conditions, workload (i.e. CPU) and memory and network utilization. Customized trend analysis shall be provided based on current monitoring capabilities on an as-needed basis.

1.10 Network Capacity Planning

- The Contractor shall perform data collection to assist in network capacity planning. Network usage and configuration information shall be used with performance statistics to reflect current and long-term bandwidth utilization. This information shall be used to better estimate future requirements based on application, organizational or technological changes as well as adjustments to provide improved cost/benefit of current resources.

1.11 Technical Requirements:

The Contractor shall perform LAN/WAN configuration, troubleshooting and operational support with specific (but not exclusive) concentration on:

LAN Support

- The Contractor shall provide the following LAN support services:
- Monitor LAN performance and make LAN upgrade recommendations using management or monitoring tools
- Perform diagnostic testing between network components
- Recommend configuration changes and network upgrades as required
- Install, configure, troubleshoot and maintain network and network monitoring tools (such as: SolarWinds, etc.) and hardware as required or directed Install and configure network protocol software
- Install, configure and maintain LAN switches, routers and wireless systems
- Troubleshoot and repair LAN lines
- Troubleshoot and resolve network issues and problems
- Install, label, maintain and troubleshoot internal network wiring and fiber optic cabling
- Document all existing and potential network problems and their corrective actions
- Reestablish network connectivity for users during office moves
- Perform periodic preventative maintenance
- Participate in design reviews for new facilities or renovation plans as required
- Diagnostic testing between network components
- Systems programming of network switches, routers and related hardware
- Install, label, maintain and troubleshoot internal network wiring and fiber optic cabling
- Generate network diagrams, rack elevations and documentation as requested by the Network IT staff
- Travel, as required or directed, to TOWO offices in the West Orange area

WAN Support

- The Contractor shall interface with Network Operations to provide the following WAN support services. In performance of these services, the Contractor shall:
- Facilitate the installation, troubleshooting and repair of communication lines, data circuits and wireless systems
- Configure, maintain and troubleshoot WAN protocols
- Identify existing potential network problems and report outages with corrective actions
- Coordinate with remote sites and overseas IT departments to recover and restore WAN connectivity in case of an outage
- Perform diagnostic testing among WAN components to verify performance and connectivity
- Install, configure and maintain routers per established policies and procedures as required or directed
- Facilitate the installation, troubleshooting and repair of communication lines, data circuits and associated equipment Identify existing potential network problems and report outages with corrective actions
- Coordinate with remote branch office personnel to recover and restore WAN connectivity in case of an outage
- Open trouble tickets and/or coordinate communication with Internet Service Providers (ISPs) as required.

1.12 PERFORMANCE STANDARDS AND SERVICE LEVELS

- The Contractor shall meet the following performance standards:

Response and Notifications

The Contractor is expected to react quickly to any event impacting, or that has the potential to impact, the delivery of subscriber services. In addition, it is critical that the Contractor communicates events that impact service delivery, the services impacted by the events, and any future risks caused by the events to TOWO Network Operations management in a timely fashion. It is expected that notifications and escalations occur simultaneously through the Contractor's management and engineering organizations during any service affecting event. The Contractor will propose a documented Escalation and Notification Procedures listed below, with minimum reaction times, notification times, and escalation times:

1. Notification Time: _____ notification to the state of service impacting faults such as:

a. Any hardware failure or circuit problem

b. Any hardware alerts or warnings, high utilization or memory usage on the core network devices managed, InterLATA circuits, and IntraLATA circuits

c. Any failure interfacing with the ISPs

2. Notification Time: _____ execution of diagnostic and fault resolution procedures upon fault detection.

3. Qualified technical support on-site, with appropriate replacement parts, upon detection of any service affecting hardware failure, 24x7x365, Notification Time: _____

4. Notification Time: _____ of Resolution notification of the actual restoration of services or problem resolution.

5. Notification Time: _____ for Root Cause Analysis of actual restoration of services.

6. Provide initial response and escalations as outlined in table below:

Definition: Severity 1 (Critical) Severity 2 (High) Severity 3 (Normal)

Initial Response (from occurrence)

Begin Diagnosis (from occurrence)

Initial Notification to TOWO

Network Operations

management (from occurrence)

Onsite Support with parts

(as required) measured from

start of diagnosis

1st Escalation to the TOWO

Network Operations Engineer

on-call (from occurrence)

2nd Escalation to TOWO

Network Operations Manage

r and Contract NOC Manager

after 1st escalation

3rd Escalation to Sr. Director

of Network Operations and the

Contractor Program Manager

after 2nd escalation

Resolution Notification

Faults are events categorized by severity:

Severity 1 – Critical: Any event impacting or about to impact service on more than one subscriber (such as service-impacting failures of >500msec), on a device that is defined as a backbone/core device, where no redundant route is configured and passing traffic or where the redundant route is impacted. If all of the above conditions are met and any of the following conditions are met: service cessation, no packet transfer, interface down, platform not responding to ICMPs, loss of signal, loss of functionality, DoS attacks, SYN attack.

Severity 2 – High: Any event impacting service or about to impact service on more than one subscriber (such as: service-impacting failures of >500msec), on a device that is defined as a backbone/core device, where a redundant route is available and passing traffic. Any event impacting or about to impact service on a single subscriber connection, or with potential to impact service of multiple subscribers if not addressed, such as: degradation or intermittent failures, latency spikes of >200msec for more than 60 seconds, repetitive intermittent downtime (component, interface, or circuit) for short periods of < 5 seconds. Problems may have a possible bypass or alternate route but the bypass must be acceptable to Network Operations management.

Severity 3 – Normal: Informational events and maintenance events, such as: incrementing error count on an interface without service impact, high (or low) traffic level on a circuit, operating system upgrades, routine maintenance actions.

1.13 CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS:

The Contractor shall be capable of furnishing all necessary personnel and services required to successfully complete all tasks and work requirements and produce high quality deliverables and support services described herein. The Contractor shall demonstrate in its proposal that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing the support needed to be successful as referenced in minimum qualifications contained below.

The Contractor shall provide TOWO with personnel that have the specific skills that meet the qualifications as specified below. The Contractor will be responsible for identifying, diagnosing, defining, performing and documenting remedial action taken to resolve network connectivity issues. The

Contractor will be responsible for troubleshooting and isolating the source of the problem and developing processes for resolution to share with Network Operations staff members.

The Contractor will continuously monitor trouble ticketing system for new and escalated tickets. Upon receipt of the ticket, the Contractor will initiate immediate action to clearly define the problem and effect immediate remediation, document the problem to effectively track it, or distribute it to the appropriate group of responsibility for action and satisfactory resolution.

The Contractor will install or modify network equipment/components and related systems as required. This includes physical and logical connections with switches, routers, firewalls and related network devices. No modifications or changes shall be made without an approved change request.

The Contractor will coordinate with various IT Units to: Further integrate network systems into our production network; Research and design solutions to technical and business problems; Use network troubleshooting tools to detect issues and coordinate remediation of any issues; Stay abreast of network concerns and regularly update network engineering and operations leadership.

The Contractor's personnel shall work under the direct supervision of TOWO's IT Coordinator or his designee, located at 66 Main Street, West Orange, New Jersey

1.14 CONTRACTOR EXPERTISE REQUIRED:

The Contractor must demonstrate and certify that it possesses at a minimum three (3) years' experience in providing network engineering and administrative support for large enterprise environments, including one (1) or more of the certifications listed below. Vendors bidding for the Uniformed Network contract must also have minimum (3) years' experience working in accordance with the CJIS security policy.

- **CONTRACTOR PERSONNEL QUALIFICATIONS AND CERTIFICATIONS**

The following qualifications are required by the person(s) proposed to perform under the resulting Agreement:

Minimum of three (3) years' experience implementing new LAN/WAN designs, architectures and integration

Minimum of three (3) years' experience troubleshooting and configuration of large enterprise LAN/WAN networks

Minimum of three (3) years' experience configuring and troubleshooting Wireless networks

Minimum of three (3) years' experience configuring L2 and L3 Access Control Lists (ACLs)

Any vendor working on the uniformed network will require ALL support personnel to be subject to Federal, State and Local background checks. Vendor will need to provide a list of personnel who will be accessing the network either remotely or on-site and will be responsible for having background checks completed and forwarded to the Agency.

SUBSTITUTION OF PERSONNEL

The Contractor may not substitute key personnel without the prior approval of TOWO Network Operations. To replace any personnel, the Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the Manager. The Manager shall have the option to interview the proposed substitute personnel. After the interview, the Manager shall notify the Contractor of acceptance or denial of the requested substitution.

1.15 OTHER RELEVANT TECHNICAL CRITERIA:

- The vendor's close partnership with industry leaders in network hardware and software such as Cisco, Dell, Avaya, Verizon, Level-3, who sell and support communication products and carrier circuits.
- The vendor's ability to provide a service road-map for mapping out new products, provide feature enhancements to existing products, as well as offer version upgrades to their existing network monitoring tools when required or on an as-needed basis.
- The vendor's ability to employ a best-of-breed approach for providing technical experts in LAN and WAN technologies and their approach for keeping the proficiency and skills of their engineers honed and up to date.
- The vendor's business attributes that include corporate viability, client satisfaction, customer relationship management, personnel, service level agreements and the ability to review, manage and implement tactical and strategic solutions.
- The vendor's ability to provide 1 workday a week on-site support as it relates to configurations, implementations and replacement of network hardware or related systems.
- Positive feedback from client references with expressed acknowledgement of the vendor's ability to perform the full range of network operations support in mid-to-large enterprise and global environments

SECTION II - MANAGEMENT

PROPOSAL REQUIREMENTS:

2.1 Transmittal Letter:

A transmittal letter prepared on the Proposer's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial, contained in the proposal.

2.2 Technical Proposal Criteria:

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the technical proposal. The Bid/Proposal Affidavit and Acknowledgment of Receipt of Addenda (if applicable) are to be included in the Technical Proposal. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal.

2.3 Signing of Forms:

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the bylaws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2.4 Technical Criteria:

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP except price information. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.1 through 2.15 as listed below. Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria. The purpose of this response is to display full comprehension of the services to be provided and how such services will be provided to the Township.

2.5 Executive Overview:

The proposal must begin with an Executive Overview. This summary is for introductory purposes and will not be considered as part of the evaluation process. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work as indicated in items 2.2

through 2.15 below. Proposers are requested to compile their proposals in the same order as the scope of work.

2.6 Company Profile:

The Proposer is to provide a narrative regarding the Company Profile, to include the following elements:

- Primary business purpose
- A brief history of the firm including how long the firm has been in business
- Management team and staff anticipated to be deployed biographies, including academic history, degrees attained, certifications obtained, other relevant experiences, including length of tenure with current proposer
- Listing of all services offered by the proposer
- An organization chart of the company showing parent company and any affiliates as well as where the branch that will be servicing TOWO is found on the organization chart Address of the firm's headquarters, nearest offices, and branch offices
- Address of the branch office(s) that will be serving TOWO
- Size of the company as measured by facility and staff resources available
- Total number of permanent employees in the firm and also by branch that is serving TOWO
- Annual Sales Volume for the branch office which will service the Township on a per year basis for the last three (3) years [2019, 2020, and 2021]. Financial Attestation: Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) financial statements (unaudited) for the past three (3) years; b) audited financial statements for the past three (3) years; c) prospectus of publicly traded firms; d) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement); or e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

NOTE: To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), TOWO may, at its sole discretion, request that the Contractor shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.

2.7 BUSINESS ATTRIBUTES:

Business attributes are one element of TOWO's requirements. They comprise characteristics, policies, processes, and procedures that need to be described in a qualified RFP response and as more fully described below, including:

- Financial Viability
- Managed Service Viability
- Network Operations Center
- Network Monitoring and Management
- Log Management
- Reporting
- Customer Support and Account Management
- Service Level Agreement
- Implementation
- Industry Specific Experience
- Customer Satisfaction

2.8 Financial Viability:

- Provide information about your company's financial stability. If your company is public, include an annual report and supporting financial statements. If your company is private, include supporting documentation to demonstrate a stable, profitable, sustainable business model.
- Provide detail on any venture funding you have received, including the sources of the venture funding.

2.9 Managed Service Viability:

- What is your company's core business strategy?
- What are your primary lines of business in terms of revenue?
- Where do managed network services (MNS) fit into your business strategy?
- Provide details that describe how your MNS business or business unit is profitable. If not profitable, please provide your expectations for reaching profitability.

- Of the revenues provided above, what percentage does it comprise of your total corporate revenues?
- Describe how any of the top research firms (i.e. Gartner, Yankee, IDC, Forrester, Frost & Sullivan) have ranked your company in the MNS market?
- Describe any awards your company has won for MNS.
- Provide the number of managed network services customers at the end of last year, current, and projected at the end of this year.
- Provide details on how long you have offered each of your Managed Network Services.
- Describe your most recent fiscal year's Managed Network Services growth rate over the prior fiscal year.

2.10 Network Monitoring/Management:

Describe your managed/monitored Network Service

- How long has your organization been performing Network management/monitoring?
- What network hardware and related systems do you support? How do you select which network hardware and system to support? Are you a vendor neutral or the developer/manufacturer of the product you propose?
- Do you have special relationships with the product and platform vendors of the products you will deploy?
- Do you currently have a router and switch configuration checkup procedure? And, how often would you do this?
- What are your supported platforms?
- Do you offer co-management, where we retain administrative rights and technology ownership for our network devices?

2.11 Log Management:

Describe your approach for collecting, indexing and retaining raw log data.

- How long have you been offering log monitoring and management services?
- What tools do you use to monitor and manage log data?
- What log sources are supported?

- What is the process for supporting new log sources, e.g., custom applications?
- How is log data protected from tampering or misuse?
- How scalable is your solution?
- How much log data can be retained?
- What level of compression is available?
- What resources are available to support the integration of log sources into the system?
- How is your log management solution sized?

2.12 Reporting:

- Describe your standard reporting process? How frequent will we receive standard reports? Do you have web-based reporting capability? Provide samples reports and screen shots of web-based interface.
- Do you have asset-based reporting allowing creation and group assets, assign criticality and view event, scanning and all other information using asset views?
- Do you support ad-hoc reporting requests? Describe the process for requesting ad-hoc reports? Provide the timeframe for turnaround of ad-hoc reporting.
- Do you support the ability to create PDF reports? Can they be sent securely via email? Can they be digitally signed and tracked?
- How is your reporting interface structured? Do you use multiple interfaces for different services? Is the information integrated across service lines? What cross-service line metrics and reports do you offer?
- Can you create custom reports? How is this accomplished?
- Describe help desk or ticketing functionality. What workflow management features are available?
- How long is data available in the portal for reporting?

2.13 Customer Support and Account Management:

- Describe your company's process for customer-initiated tickets, as it relates to incidents and support issues.

- Detail your approach to customer support. What technical support resources do customers have access to?
- How is your customer support structured? What is the escalation process for reported problems or issues?
- What are the hours for customer support? Does support change hands at any point? What locations is this support provided from? How do you maintain quality of support 24x7?
- What kind of value-added support options are available? Can you provide a dedicated technical account manager? At what cost?
- Describe your approach to account management. Who will manage the account from a business and executive level? What access will we have to company leadership?
- Describe how you measure and report client satisfaction, including frequency.
- Describe your processes and mechanisms for handling client inquiries and reported problems.
- Describe your customer service responsiveness, hours of staff availability, and available communication mechanisms (e.g., written, verbal, electronic, face-to-face).
- Describe how customer satisfaction deficiencies are addressed and resolved.
- What ongoing programs are in place to manage client satisfaction?

2.14 Service Level Agreement:

- Describe your service level agreements for the proposed services. Provide detailed SLAs.
- Explain your company's methods for monitoring and measuring SLAs. What options are available to us upon failure to meet your stated SLAs?

2.15 Implementation:

- Describe your approach to implementing services.
- What customer resources are required to support implementation?
- What is the typical implementation timeframe?
- How do you ensure minimal impact or disruption to the customer?
- What steps do you take to ensure full and complete implementation?
- Detail the handoff process once services are turned up.
- What training is offered to customer staff to introduce them to the services?

- How do you handle implementing services across widespread, geographically dispersed facilities?
- What options are available for implementation? Remote installations? On-site field engineers?

2.16 Industry Specific Experience:

- How many government or higher education clients do you provide monitoring or security device management services for?
- What reports are available comparing customers to peers and others in their industry?

2.17 Customer Satisfaction:

- Describe your process and mechanisms for handling client inquiries and reported problems.
- Describe how you measure and report client satisfaction, including frequency.
- Describe how satisfaction deficiencies are addressed and resolved (in your service level agreement or elsewhere).
- Provide your latest client satisfaction results.

2.18 Firm References:

Provide three (3) client contacts that are accounts of similar size. The client references must be current customers and have at least one year of experience with your MNS service. Please include name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address. Proposers are to provide this information as part of the Technical Proposal; however, TOWO will check references only of the clients of the shortlisted Proposing Firms. TOWO reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of confidence by the Township. The contact person should be capable of speaking to a firm's capability in performing the services required. References will be held in the strictest of confidence.

2.19 Special/Unique Qualifications:

Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide Network Managed services to TOWO. Special firm and/or individual expertise is to be included.

2.20 Insurance:

1. Provide a copy of a Certificate of Insurance verifying your firm's coverage for Professional Liability for one million dollars.
2. Worker's Compensation pursuant to New Jersey Statues.
3. General Liability in the amount of Two million with Township of West Orange named as additional insured.

SECTION III – COST PROPOSAL

3.1 INTERVIEW/DISCUSSION SESSION:

Interview/Discussion Sessions (“Discussion Session”): The Township may entertain scheduling a discussion with all qualified submitters (qualified submitters are those who submitted a letter of interest, submitted a proposal in a timely manner and are deemed responsive by the Township’s Qualified Purchasing Agent. If desired, the date and time of the Discussion Sessions. These sessions are anticipated to be held in person possibly via webinar. If scheduled, the actual time on these date(s) will be verified with the applicable proposers at the time it is requested. The purposes of the Interview/Discussion Session are as follows:

(a) to provide an opportunity to present an overview of Network Managed Services to meet the needs of the TOWO

(b) to provide an opportunity to clarify the scope of services for this contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

If scheduled, the Interview/Discussion Session forum will be informal as the Township is not interested in a marketing presentation; rather, TOWO is requesting an interactive discussion with the proposing firms. Ample time is to be available for the Township and the Proposing Firm to ask questions and discuss issues/concerns related to the product, the scope of the services, and the firm’s capabilities/qualifications. We anticipate that each session will be approximately 60 to 90 minutes in length. Minutes of the Interview/Discussion Session will be made and any questions which answers determined to be shared with other proposers will be noted.

Any significant information that is revealed that changes the scope of the Request for Proposal will result in an addendum specifying the change(s) and any impact on the response date.

3.2 PRICE PROPOSAL REQUIREMENTS

A Price Proposal must be submitted in a sealed envelope with the proposal. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL." It is the intent of the Township that the Price Proposal will consist of the following:

- Describe how pricing was calculated.
- Quote rates for recurring monthly services provided for a 12-month period.
- Quote pricing for any one-time installation or start-up costs.
- Provide a listing of new hardware and/or software that may be required to implement the proposed solution, if any. The Township reserves the right to procure software/hardware for installation/maintenance by the awarded vendor from the lowest possible sources whether it be

the awarded vendor, competitive bids, state contract, regional co-operative or other lower cost vendors.

- Quote pricing or pricing policies for project-based work.
- It is the Township's desire to enter into a multiple year contract. Furnish information on any pricing incentives for longer term contracts.
- Ensure any governmental discounts are included in all prices quoted.
- Pricing should be broken down by category as per the price quote attached to this proposal.

This quoted pricing must be good through December 31, 2022 and for any additional periods proposed. It is the intent of the Township that any predictable recurring services consist of monthly recurring amount for services, with explanation of calculation, any one-time installation or start-up costs, pricing or pricing policies for project-based work and any hardware and software required to implement the proposed Solution.

Since the Township reserves the right to award a single vendor or select a number of vendors that meet the Township's needs, price proposals should include separate pricing for Police/Fire network maintenance/monitoring proposals, Police/Fire help desk proposals, non-uniformed network maintenance/monitoring proposals, non-uniformed help desk proposals, specific project based proposals and general services should the Township decide it is in its interest to name multiple vendors.

Since the Township may or may not select a single vendor for all services, other pricing alternatives are anticipated to be submitted. Specifically, all Police/Fire services, all non-uniform services, specific project based proposals and general services are being requested. Lastly, since the Township may award a single contract for all services, the Township is requesting pricing for ALL services. Multi-year pricing for all of these alternative is also requested. The Township may consider alternative pricing structure if submitted as well.

3.3 EVALUATION AND SELECTION PROCESS:

Evaluation and Selection Committee. All Contractors' proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

The Procurement Officer shall first review each proposal for compliance with the requirements of this RFP. Failure to comply with any requirement will disqualify a Contractor's proposal. The Contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed

below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the Township.

The intent of this RFP is to provide Network Managed Services Firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of TOWO. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the Township's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

3.4 Technical Evaluation:

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the Township. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and then, at the conclusion of the technical evaluation, ranking the final shortlist of proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides, but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the Committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion. Factors are listed in order of importance.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the Township's best interest.

Technical Evaluation. An evaluation and ranking of the Technical and Price Proposals will be conducted by the Township's Evaluation and Selection Committee.

Final Ranking and Selection. Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will prepare and send a ranking of the proposals submitted to the Township Council in writing, recommending an award of the contract(s) to the responsive Offeror(s) whose proposals are determined to be the most advantageous to the Township based on the results of the final technical and financial evaluation in accordance with the State of New Jersey Public Contracting Law. That recommendation will be made based upon all financial and non-financial factors identified in this Request for Proposal and may or may not be awarded to the proposer with the lowest cost proposals.

3.5 The Township reserves the right to:

- Reject all proposals or issue modified Requests for Proposals at any time before an award
- Meet with proposing vendors to review proposals and obtain clarification of proposal details
- Award a single vendor or select a number of vendors that meet the Township's needs
- Procure software/hardware for installation/maintenance by the awarded vendor from the lowest possible sources whether it be the awarded vendor, competitive bids, state contract, regional co-operative or other lower cost vendors.

All information included in this proposal is considered to be accurate but subject to clarification and/or correction.

SECTION IV – PROPOSAL

PROPOSAL INSTRUCTIONS:

Any vendor wishing to submit a proposal must provide a letter of intent by :

Thursday, May 19, 2022 @ 11:00 A.M.

Please email intent letter to:

John O. Gross
Chief Financial Officer
jgross@westorange.org

with a copy to:

Panayiota Reynolds
Purchasing Agent
preynolds@westorange.org

Any vendor who does NOT submit a letter of intent stating its intention to submit a proposal on or before Thursday, May 19, 2022 @ 11:00 A.M. will NOT be considered qualified for an award pursuant to this Request for Proposal.

All qualified vendors may attend pre-proposal meeting if it is determined by the Township if one is needed. All will be notified.

No verbal questions will be entertained. Written answers to any and all questions received from any vendor(s) will be provided to all vendors who have submitted a Letter of Intent by Thursday, May 19, 2022 @ 11:00 A.M. via email. At the discretion of the Township, an in person or video meeting of all of the qualified vendors may be scheduled in order to address any complex issues that arise.

All qualified vendors wishing to propose these services must submit their proposal and complete the following Network Managed Services Questionnaire in its entirety, and return both in a sealed envelope to the attention of:

Panayiota Reynolds, Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

No later than Wednesday, June 8, 2022 @ 10:00 A.M. Faxed and/or emailed proposals will not be accepted.

Vendor Qualifications to Support Technologies Currently in Use: please respond yes or no to each of the following:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is Microsoft Certified Partner, Silver or Gold. Yes / No
- Please indicate whether Vendor is a Microsoft Certified Systems Engineer MCITP-Enterprise Admin on staff full time. Yes / No
- Please indicate whether Vendor is Dell SonicWALL Partner with a CSSA on staff Yes / No
- Please indicate whether Vendor is Dell EqualLogic Certified Partner Yes / No
- Please indicate whether Vendor is VMware Enterprise Partner V5.x with a VCP on staff Yes / No
- Please indicate whether Vendor is Datto Certified partner Yes/ No
- Please indicate whether Vendor is a minimum of 6, W2 employees to ensure support coverage Yes / No
- Vendor will supply a minimum of 3 government references where they are currently performing similar services. Yes / No
- Vendor's headquarters and support staff are located in New Jersey. Yes / No
- All work will be performed by vendor's full time employees - not sub-contractors Yes / No
- Vendor has been in business for at least 10 years Yes / No
- Vendor has never declared Bankruptcy Yes / No
- Vendor has a system in place to provide the City with periodic detailed audit reports of all time billed with dates, time spent and issues addressed. The City may request these audit reports at any time. Yes / No

Uniformed Network

- Has Vendor Installed/Upgraded/Maintained any systems in the last 3 years in accordance with the CJIS security policy? Yes / No

- Has vendor ever conducted IT Security Audit with the FBI's CJIS Unit? Yes / No
- Is vendor willing to provide signed/executed Security Addendum Certificate? Yes / No
- Is vendor willing to have all personnel subject to background checks? Yes / No
- Please indicate whether Vendor is Symantec Certified Partner Silver or Gold Yes / No
- Please indicate whether Vendor is VERITAS Certified Partner Yes / No
- Please indicate whether Vendor is certified Veeam partner Yes / No

Vendor will be required to have the following technical qualifications:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is certified or has 3 years' experience supporting the following and have current references using these products:
- Microsoft Windows 2003/2008 R2/2012 R2 Yes / No
- Configuring of Domain Controllers Yes / No
- Streamline Active Directory with proper rights and permissions. Yes / No
- Microsoft Exchange 2010/2013 Yes / No
- Microsoft Outlook Web Access Yes / No
- Microsoft Terminal Services Yes / No
- Dell Servers Yes / No
- Dell Tape Libraries Yes / No
- Dell EqualLogics SAN devices Yes / No
- Dell SonicWALL Firewall Configurations Yes / No
- Dell SonicWALL ViewPoint/Analyzer software Yes / No
- Dell SonicWALL Site to Site VPN tunnels and VPN client access Yes / No
- Dell SonicPoint Wireless Solutions Yes / No
- Dell web managed switches Yes / No

- VMware vSphere 5.x Virtualization software Yes / No

Uniformed Network

- Veeam Replication/Backup software Yes / No
- Configuring Symantec End Point Security Software Yes/No
- Configuring Symantec Backup Exec and agents for Disaster Recovery, Open Files and Exchange, Symantec Backup Exec System Recovery Yes / No

Vendor will be required to provide credentials and certifications for above upon request. Yes / No

Vendor will be required to perform the following duties:

- Provide a mid-level technician on location 8 hours/week to support local desktops and services
Yes / No
- Have remote desktop and monitoring software on all desktops and servers and monitor 24/7
Yes / No
- Provide the name of the monitoring software and services it monitors Yes/No
- Perform monthly server maintenance Yes / No

Price Proposal Form – All Police/Fire Services Proposal – Network and Desktop Support

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

Description of pricing calculations:

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

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PROPOSAL 2

Price Proposal Form – All Non-Uniformed Services Proposal – Network and Desktop Support

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software					
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature
_____ Title _____ Address By (please print)
_____ City, State, Zip

_(_____)_____- _____ Telephone Number _____/_____/_____ Date

Price Proposal Form - All Police/Fire services, All Non-Uniformed Services, specific project based proposals and general services

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
			Discounts for Additional years		
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software					
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal					

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts: _____

_____ Firm Signature

_____ Title _____ Address By (please print)

_____ City, State, Zip

() - Telephone Number / / Date

PROPOSAL 4

Price Proposal Form – General Project Based Proposals

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
			Discounts for Additional years		
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts:

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature
 _____ Title _____ Address By (please print)
 _____ City, State, Zip
 () - _____ Telephone Number _____ / / _____ Date

PROPOSAL 1-A (ALTERNATE)

Price Proposal Form – To be determined by Vendor

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe Information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature
_____ Title _____ Address By (please print)
_____ City, State, Zip

(____) _____ - _____ Telephone Number _____ / ____ / _____ Date

SECTION V-GENERAL INSTRUCTIONS AND MANDATORY FORMS

GENERAL INSTRUCTIONS TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.
2. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
4. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.
5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Each bid must be signed in ink by the person authorized to do so.
7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.
8. Non-Collusion Affidavit must be completed and included with bid.
9. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

10. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.
11. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable.
12. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.
14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be compiled with by the successful bidder in construction contracts.
15. The Township of West Orange is exempt from any State sales tax or Federal excise tax.
16. The contract, if applicable, shall be in effect for one (1) year from date of award unless otherwise stated. Continuation of the terms of this contract beyond December 31 is contingent on availability of funds in the following year's Budget and in the event of unavailability of such funds; the Township of West Orange reserves the right to cancel this contract.
17. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
18. Mandatory: Bidder shall provide copy of their Business Registration Certificate. In addition, Contractors providing services for regarding construction or repair of a public building must provide copy of Public Works Contractor Registration Certificate.
19. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least five (5) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.
20. Mandatory: Bidder shall submit Disclosure of Ownership Form stating the names and addresses of all stockholders in the corporation or partners in the partnership, who own a 10% or more of its stock, or any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be.
21. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

22. Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

- A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.
- B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.
- C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

(Name of Business Entity)

Subscribed and sworn to before me

this day of _____, 20_____.

(Signature)

(Print Name of affiant)

Notary Public of

My Commission expires _____

(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Please Check One:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned _____.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned _____.

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____

Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW:

Stockholders:

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name_____

Home Address: _____

Owner or Representative Signature

Print Name & Title

Notary public

Sworn before me this day of 20____.

(Signature)

(Seal)

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

☐ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: _____ Relationship to Proposer: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5--31, et seq., and N.J.A.C. 17:27 et seq. The vendor shall submit to the Township one of the following three documents as forms of evidence:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report (AA302) consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-1.1 et seq.

Bidders may obtain the Employee Information Report (AA302) from the New Jersey Department of the Treasury, Division of Contract Compliance & Equal Employment Opportunity and Equal Employment Opportunity in Public Contracts (Division).

NO BIDDER MAY BE ISSUED A FORMS CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes (If yes, submit a copy of such approval.) No ____
2. Do you have a State Certificate of Employee Information Report approval?
Yes (If yes, submit a copy of such approval.) No ____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27 et seq. and agrees to furnish the required documentation pursuant to the law.

COMPANY: NAME: _____

SIGNATURE: _____ TITLE: _____

****A contractors bid must be rejected as non-responsive if the successful vendor fails to submit either 1,2 or 3 within the time specified. ****

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Please assign the number, date and initial.

Addendum Number (Initial)	Dated	Acknowledge Receipt
------------------------------	-------	---------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐

No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Cindy Matute-Brown, Councilman Bill Rutherford; Councilwoman Susan McCartney, Councilwoman Michelle Casalino; and Councilwoman Tammy Williams.

Company Name

Authorized Signature

Printed Name

Date

SECTION VI – BIDDERS CHECK LIST

Mandatory Items-

Please submit one (1) original and one (1) copy which can be on a usb or flash drive

Business Registration Certification _____

Stockholders Disclosure Statement _____

Affirmative Action Compliance Notice _____

Iranian Disclosure Form _____

Non Collusion Affidavit _____

Proposal Form (s) _____

Addenda Acknowledgement _____

Political Disclosure Certification _____

Exhibit “B”



Microcomputer Consulting Group Inc.
53 West 36th Street, Suite 404
New York, NY 10018
Tel: 212.244.8985

MCG, Inc.
HSH

Price Proposal

MCG, Inc. is proposing on two of the options the RFP is looking for.

Proposal Form 2 – All Non-Uniformed Services – Network and Desktop Support
Proposal Form 4 – General Project Based Proposals

The forms supplied by the RFP are included with this document.

Proposal Form 2 – All Non-Uniformed Services – Network and Desktop Support

The proposal recurring monthly costs are inclusive of all aspects presented in the Technical Requirements including 8 hours per week on site support, 4-8 hours on site server maintenance per month, desktop, server, and network proactive monitoring, Help Desk and server remote support, issue resolution for all TOWO equipment listed in Non-Uniformed section, coordination of issue resolution for third party hardware and software, licensing use of ticketing system, reports, and web portal, access to remote control software for TOWO IT use, periodic on site management review meetings, and 2-4 hours additional consulting hours per month to be used at discretion of TOWO.

Price incentives for 5 year agreement include reduced once per year increases to less than 5% for recurring and 10% reduction for hourly rate for project based work.

Proposal Form 4 – General Project Based Proposals

This proposal states the hourly rate for project related work if MCG, Inc. is not selected as the vendor to supply services for Proposal Form 2. It therefore only shows rates per hour.

MCG, Inc. is amenable to discussing project based work on a fixed fee basis.

**Response To RFP For Network Managed Services
The Township of West Orange**

HSH
5/26/2022

MSA

NOT BIDDING

PROPOSAL 1.

Price Proposal Form – All Police/Fire Services Proposal – Network and Desktop Support

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software	_____	_____	_____	_____	_____
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

_____ Firm Signature

_____ Title _____ Address By (please print)

_____ City, State, Zip

() - _____ Telephone Number _____ / / _____ Date

WY

PROPOSAL 2

Price Proposal Form – All Non-Uniformed Services Proposal – Network and Desktop Support

Proposer Name: MCG, Inc.

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	<u>\$4400</u>	<u>\$4500</u>	<u>\$4600</u>	<u>\$4600</u>	<u>\$4600</u>
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software	_____	_____	_____	_____	_____
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	<u>\$160/hr.</u>	<u>\$160/hr.</u>	<u>\$165/hr</u>	<u>\$165/hr</u>	<u>\$165/hr</u>

Description of pricing calculations:

Pricing for project based work - please describe information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

Kenneth Goldberg Firm Signature
53 West 36th St. Apt 404 Title President Address By (please print)
NY, NY 10018 City, State, Zip

(212) 244 - 8985 Telephone Number 05/26/2022 Date

Watt
 37
 5/26/2022

NOT BIDDING

PROPOSAL 3

Price Proposal Form - All Police/Fire services, All Non-Uniformed Services, specific project based proposals and general services

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
New hardware or software	_____	_____	_____	_____	_____
Required: (list individual items)	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

 _____ Title _____ Address By (please print)
 _____ City, State, Zip
 (____) _____ - _____ Telephone Number _____ / ____ / _____ Date


PROPOSAL 4

Price Proposal Form – General Project Based Proposals

Proposer Name: MCG, Inc.

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

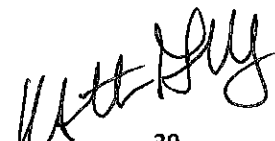
	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	<u>\$170/hr.</u>	<u>\$170/hr.</u>	<u>\$175/hr</u>	<u>\$175/hr</u>	<u>\$175/hr.</u>

Description of pricing calculations:

Pricing for project based work - please describe information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

Kenneth Goldberg Title President Firm Signature
53 West 36th St, Suite 404 Address By (please print)
NY, NY 10018 City, State, Zip
(212) 244-8985 Telephone Number 05 126/2022 Date



39
5/26/2022

NOT NEEDED

PROPOSAL 1-A (ALTERNATE)

Price Proposal Form – To be determined by Vendor

Proposer Name: _____

Please provide pricing for the costs identified below. Ensure that all costs are reflected including "implied" or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

	2022	2023	2024	2025	2026
	Discounts for Additional years				
Recurring Monthly Fees:	_____	_____	_____	_____	_____
One Time or Start Up Costs	_____	_____	_____	_____	_____
Hourly Rates for Project Based Proposal	_____	_____	_____	_____	_____

Description of pricing calculations:

Pricing for project based work - please describe information on any pricing incentives for longer term contracts: _____

Ensure all governmental discounts are included in all prices quoted. By signing below, Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as TOWO cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by TOWO may not be withdrawn by the vendor.

 _____ Title _____ Address By (please print)
 _____ City, State, Zip
 (____) _____ - _____ Telephone Number _____ / ____ / _____ Date

Vendor Qualifications to Support Technologies Currently in Use: please respond yes or no to each of the following:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is Microsoft Certified Partner, Silver or Gold Yes/ No
- Please indicate whether Vendor is a Microsoft Certified Systems Engineer MCITP- YES
- Enterprise Admin on staff full time Yes/ No
- Please indicate whether Vendor is Dell SonicWALL Partner with a CSSA on staff Yes/ No
- Please indicate whether Vendor is Dell EqualLogic Certified Partner Yes/ No
- Please indicate whether Vendor is VMware Enterprise Partner V5.x with a VCP on staff Yes/ No
- Please indicate whether Vendor is Datto Certified partner Yes/ No
- Please indicate whether Vendor is a minimum of 6, W2 employees to ensure support coverage Yes / No
- Vendor will supply a minimum of 3 government references where they are currently performing similar services. Yes / No
- Vendor's headquarters and support staff are located in New Jersey. Yes / No
- All work will be performed by vendor's full time employees - not sub-contractor(s) Yes/ No
- Vendor has been in business for at least 10 years Yes/ No
- Vendor has never declared Bankruptcy Yes / No NEVER
- Vendor has a system in place to provide the City with periodic detailed audit reports of all time billed with dates, time spent and issues addressed. The City may request these audit reports at any time. Yes/ No

Uniformed Network

Not bidding MS

- Has Vendor Installed/Upgraded/Maintained any systems in the last 3 years in accordance with the CJS security policy? Yes / No

- Has vendor ever conducted IT Security Audit with the FBI's CJIS Unit? Yes / No
- Is vendor willing to provide signed/executed Security Addendum Certificate? Yes / No
- Is vendor willing to have all personnel subject to background checks? Yes / No
- Please indicate whether Vendor is Symantec Certified Partner Silver or Gold Yes / No
- Please indicate whether Vendor is VERITAS Certified Partner Yes / No
- Please indicate whether Vendor is certified Veeam partner Yes / No

Vendor will be required to have the following technical qualifications:

Uniformed & Non-Uniformed Networks

- Please indicate whether Vendor is certified or has 3 years' experience supporting the following and have current references using these products:
- Microsoft Windows 2003/2008 R2/2012 R2 Yes/ No
- Configuring of Domain Controllers Yes/ No
- Streamline Active Directory with proper rights and permissions. Yes / No
- Microsoft Exchange 2010/2013 Yes/ No
- Microsoft Outlook Web Access Yes / No
- Microsoft Terminal Services Yes / No
- Dell Servers Yes / No
- Dell Tape Libraries Yes/ No
- Dell EqualLogics SAN devices Yes / No
- Dell SonicWALL Firewall Configurations Yes/ No
- Dell SonicWALL ViewPoint/Analyzer software Yes / No
- Dell SonicWALL Site to Site VPN tunnels and VPN client access Yes/ No
- Dell SonicPoint Wireless Solutions Yes/ No
- Dell web managed switches Yes/ No

- VMware vSphere 5.x Virtualization software ☒ Yes / No

Uniformed Network

- Veeam Replication/Backup software Yes / No
- Configuring Symantec End Point Security Software Yes/No
- Configuring Symantec Backup Exec and agents for Disaster Recovery, Open Files and Exchange, Symantec Backup Exec System Recovery Yes / No

Vendor will be required to provide credentials and certifications for above upon request. ☒ Yes / No

Vendor will be required to perform the following duties:

- Provide a mid-level technician on location 8 hours/week to support local desktops and services ☒ Yes / No
- Have remote desktop and monitoring software on all desktops and servers and monitor 24/7 ☒ Yes / No
- Provide the name of the monitoring software and services it monitors ☒ Yes/No *into RMM*
- Perform monthly server maintenance ☒ Yes / No

MCG, Inc.

Employee	Certification	Certification	Certification	Certification	Certification	Certification	Certification
Peter Beierle	Dell Blade Server Solutions - Technical v3 0613 DBSSTT0409WBTT	Power Edge VRTX Technical v4 0914 VRTXT0613WBTT	Dell PowerEdge Server Solutions - Technical DPES0909WBTT	RSA SecurID Installation, Configuration and Administration	Datto Certified Advanced Technician (DCAT) in Datto Continuity	Technical Specialist 2 - Equivalency to DCDS Certificate	Sophos Central Engineer Certification
Joe Pullara	Sophos Cloud - Certified Engineer	Sophos Fundamentals - Certified Engineer	CompTIA A+	Datto Tech Specialist Datto Deployment Specialist	Webroot Certification Huntress Certification	Teramind Specialist SonicWall Firewall Certified	Dell Server Specialist
Richard Tirado	VMWare vSphere: Fast Track [V5.5]	Dell Blade Server Solutions - Technical v3 0613 DBSSTT0409WBTT	Power Edge VRTX Technical v4 0914 VRTXT0613WBTT	Dell PowerEdge Server Solutions - Technical DPES0909WBTT			
Joseph Larrosa	CompTIA A+	Datto Certified Practitioner in RMM	Datto Certified Practitioner in Autotask PSA	Datto Certified Practitioner in Datto Continuity for Microsoft Azure	Datto Certified Practitioner in SaaS Protection	Datto Certified Deployment Specialist in Datto RMM	
Quaid Pollonais	Datto Certified Deployment Specialist in RMM						
Madeline Marte	CompTIA A+	Apple ACMT	Datto RMM Deployment Specialist	Autotask PSA Practitioner			

MCG Inc.



MCG, Inc.

Employee Name	Start Date	Title
Peter Beierle	12/8/99	Sr. Network Engineer
Joe Pullara	8/8/11	Network Engineer
Richard Tirado	12/8/10	Sr. Network Engineer
Joseph Larrosa	2/12/18	Help Desk/Escalation Manager
Quaid Pollonais	3/8/21	Help Desk Technician
Madeline Marte	9/10/18	Help Desk Technician

RESOLUTION

WHEREAS, on August 1, 2023, the Council adopted Resolution 266-23 authorizing the retention of Genova Burns LLC with regard to certain litigation captioned In re Township of West Orange, ESX-L-4687-23 pending before the Superior Court of New Jersey (the “Litigation”) up to a cap not to exceed \$17,499 “without further approval by the Council”; and

WHEREAS, on January 24, 2024, the Council passed an additional Resolution raising the Genova Burns LLC cap by \$24,994.50 bringing the total to \$42,493.50; and

WHEREAS, on May 21, 2024, it appears the Council again raised the not to exceed by \$25,000 bringing the total to \$67,493.50; and

WHEREAS, Genova Burns LLC has been paid a total of \$66,774.75 to date with regard to the Litigation; and

WHEREAS, on March 19, 2024, the Honorable Annette Scoca, Judge of the Superior Court, issued a thirty-three (33) page ruling wherein the Court preliminarily enjoined the Township Council from taking any action with regard to the legal services being performed by Richard D. Trenk, Esq., Township Attorney, and his law firm; and

WHEREAS, on March 26, 2024, the Township Council declined to adopt a Resolution to end the litigation in the matter captioned and make the preliminary injunction a permanent injunction; and

WHEREAS, the Township Council appealed the preliminary injunction; and

WHEREAS, the Appellate Division denied the Township Council’s appeal of the preliminary injunction; and

WHEREAS, on May 7, 2024, in new business, the Township Council voted 3-2 to continue the Litigation; and

WHEREAS, the following invoices have been submitted by the Genova Burns LLC firm which remain unpaid:

<u>DATE OF INVOICE</u>	<u>AMOUNT OF HOURS</u>	<u>TOTAL SOUGHT</u>
1/29/2025	19.10	\$2,865
2/28/2025	176.30	\$26,055.00
2/28/2025	Expenses ¹	\$907.85
3/26/2025	108.80	\$16,320.00
4/23/2025	121.40	\$18,210.00
4/23/2025	Expenses	\$292.92
TOTAL		\$64,650.77

WHEREAS, on January 15, 2025 and March 31, 2025, the Court issued additional restraints and a preliminary injunction which continues in full force and effect; and

WHEREAS, the Township Council desires to continue to retain Genova Burns to continue the Litigation at the hourly rate of \$150 per attorney up to a maximum of \$ subject to the Township Billing Guidelines; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange authorizes the continued retention of Genova Burns to continue the Litigation; and it is further

RESOLVED, that Genova Burns shall represent the Township Council subject to the Township Billing Guidelines at the rate of \$150 per hour per attorney; and be it further;

¹ The Township notes that this seeks legal research in the amount of \$712.90 which was not approved in advance as required by the Billing Guidelines.

RESOLVED, the Municipal Clerk shall provide a copy of this Resolution via e-mail to the Angelo J. Genova, Esq. as soon as possible.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak,
Council President

Adopted: May 6, 2025

I hereby certify funds are available from: _____
Account No.

John C. Ditinyak, Chief Financial Officer

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **May 6, 2025** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

() 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

**139-25 Resolution Authorizing an Executive Session for the Purpose of Discussing
Litigation – Specifically In Re: Township of West Orange – Docket No. ESX-L-004687-23**

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **May 6, 2025.**

Motion:

Second:

Vote

Aye:

Opposed:

**Karen J. Carnevale, R.M.C.
Municipal Clerk**

**Joe Krakoviak
Council President**

Adopted: May 6, 2025

2911-25

**CAPITAL ORDINANCE APPROPRIATING \$1,000,000 TO
PAY FOR VARIOUS IMPROVEMENTS AND UPGRADES
TO THE OSKAR SCHINDLER PERFORMING ARTS
CENTER, IN AND FOR THE TOWNSHIP OF WEST
ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY**

WHEREAS, the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), wishes to undertake capital improvements consisting of various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center, including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring and security cameras, and (ii) Crystal Lake, including, but not limited to, the construction of two floating docks, (the "Capital Improvements"); and

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WHEREAS, the cost of said Capital Improvements is estimated to be \$1,000,000; and

WHEREAS, the Township has received or expects to receive a New Jersey Department of Community Affairs Grant – Coronavirus State Fiscal Recovery Fund in the amount of \$1,000,000 (the "NJDC Grant") to undertake the Capital Improvements; and

WHEREAS, the Township Council desires to authorize the appropriation and expenditure of the NJDC Grant in order to undertake the aforesaid Capital Improvements.

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY** (a majority of the full membership thereof affirmatively concurring), **AS
FOLLOWS:**

#14581359.1 168182.010

SECTION 1. The Capital Improvements or purposes described in Section 2 of this capital ordinance are hereby authorized as general capital improvements to be undertaken by the Township. There is hereby appropriated the amount of \$1,000,000, which amount is the NJDCA Grant received or expected to be received by the Township and deposited into the General Capital Fund for the said improvements or purposes stated in Section 2 hereof.

SECTION 2. The Capital Improvements or purposes hereby authorized are for various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring and security cameras, and (ii) Crystal Lake, including, but not limited to, the construction of two floating docks. Said improvements or purposes shall also include, as applicable, all work, materials, equipment, engineering, design, consulting work, preparation of plans and specifications, permits, bid documents, conducting and preparation of reports and studies, environmental investigations and remediation, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

SECTION 3. The expenditure of the NJDCA Grant for the improvements or purposes set forth in Section 2 hereof is hereby authorized and approved. The Mayor, the Clerk, the Chief Financial Officer and any other official/officer of the Township are each hereby authorized and directed to execute, deliver and perform any agreement with the State of New Jersey Department of Community Affairs or any other agreement necessary

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to undertake the improvements or purposes set forth herein and to effectuate the transaction contemplated hereby and thereby.

SECTION 4. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 5. Capitalized terms used herein and not otherwise defined, shall have the meanings ascribed to such terms in the preambles to this capital ordinance.

SECTION 6. This ordinance shall take effect in accordance with applicable law.

ADOPTED ON FIRST READING
DATED: April 8, 2025

<u>KAREN J. CARNEVALE, Clerk</u>	<u>JOE KRAKOVIAK</u>
<u>Township of West Orange</u>	<u>Council President</u>
	<u>Township of West Orange</u>

ADOPTED ON SECOND READING
DATED: May 6, 2025

<u>KAREN J. CARNEVALE, Clerk</u>	<u>JOE KRAKOVIAK</u>
<u>Township of West Orange</u>	<u>Council President</u>
	<u>Township of West Orange</u>

APPROVAL BY THE MAYOR ON THIS DAY OF , 2025.

SUSAN MCCARTNEY, Mayor
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
PUBLIC NOTICE**

NOTICE OF INTRODUCTION OF CAPITAL ORDINANCE

The capital ordinance, published herewith in its entirety, has been introduced by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on March 25, 2025.

The purpose of this capital ordinance is to appropriate \$1,000,000 received or expected to be received from a grant provided by the New Jersey Department of Community Affairs – Coronavirus State Fiscal Recovery Fund to pay for various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring, and security cameras (ii) Crystal Lake, including, but not limited to, the construction of two floating docks. Said improvements or purposes shall also include, as applicable, all work, materials, equipment, engineering, design, consulting work, preparation of plans and specifications, permits, bid documents, conducting and preparation of reports and studies, environmental investigations and remediation, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

This capital ordinance will be considered for final adoption by the Township Council of the Township after public hearing thereon, at a meeting of the governing body taking place at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, to be held on April 8, 2025 at 7:00 p.m. A copy of this ordinance may be obtained without cost from the Office of the Township Clerk, 66 Main Street, West Orange, New Jersey, during regular business hours.

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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ADOPTED ON FIRST READING¶
DATED: March 25, 2025¶
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KAREN J. CARNEVALE, CLERK¶
Township of West Orange¶
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ADOPTED ON SECOND READING¶
DATED: April 8, 2025¶
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KAREN J. CARNEVALE, CLERK¶
Township of West Orange¶

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**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
PUBLIC NOTICE**

NOTICE OF ADOPTION OF CAPITAL ORDINANCE

The capital ordinance, published in its entirety herewith, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on April 8, 2025.

The purpose of this capital ordinance is to appropriate \$1,000,000 received or expected to be received from a grant provided by the New Jersey Department of Community Affairs – Coronavirus State Fiscal Recovery Fund to pay for various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring and security cameras, and (ii) Crystal Lake, including, but not limited to, the construction of two floating docks. Said improvements or purposes shall also include, as applicable, all work, materials, equipment, engineering, design, consulting work, preparation of plans and specifications, permits, bid documents, conducting and preparation of reports and studies, environmental investigations and remediation, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on March 25, 2025 at 7:00 p.m. at a meeting of the governing body, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this ____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on April 8, 2025, at 7:00 p.m. at a meeting of the governing body, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this ____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CLERK'S CERTIFICATE

I, Karen J. Carnevale, do hereby certify that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township.

I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the capital ordinance introduced on March 25, 2025 and finally adopted on April 8, 2025.

(2) After introduction, the capital ordinance was published as required by applicable law on _____, 2025 in the (name of newspaper).

(3) Following the passage of the capital ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said capital ordinance or a summary thereof and a notice that copies of the capital ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the capital ordinance by the governing body. Copies of the capital ordinance were made available to all who requested same, at no cost to such requesting individual.

(4) After final adoption, the ordinance was duly published as required by law on _____, 2025 in the (name of newspaper).

(5) The capital ordinance has not been amended, added to, altered or repealed and said capital ordinance is now in full force and effect.

(6) A certified copy of the capital ordinance and a copy of the amended capital budget form or temporary capital budget form, as applicable, have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs.

(7) The official seal of the Township is the seal, an impression of which is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced the official seal of the Township this ____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**AN ORDINANCE AMENDING CHAPTER 11, SECTION 3.4 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(LICENSE FEES; MAXIMUM NUMBER)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 11, Section 3.4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code setting for the license fees for liquor licenses issued by the Township of West Orange. The ordinance sets forth an annual increase of 10% until the fees reach \$2,500.

II. CHAPTER 11, SECTION 3.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

11-3.4 License Fees; Maximum Number.

Effective [May 1, 2025](#), the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

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Class of License	Annual License Fee	No. of Licenses
Plenary Retail Consumption	\$1,248.72	50
Seasonal Retail Consumption	\$936.54	0
Plenary Retail Distribution	\$905.98	16
Club License	\$188	1

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[Effective May 1, 2026, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:](#)

Class of License	Annual License Fee	No. of Licenses
Plenary Retail Consumption	\$1,373.59	50
Seasonal Retail Consumption	\$1,030.19	0
Plenary Retail Distribution	\$996.58	16
Club License	\$188	1

[Effective May 1, 2027, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:](#)

Class of License	Annual License Fee	No. of Licenses
Plenary Retail Consumption	\$1,510.95	50
Seasonal Retail Consumption	\$1,133.21	0
Plenary Retail Distribution	\$1,096.24	16

Club License	\$188	1
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Effective May 1, 2028, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$1,662.05</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$1,246.53</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$1,205.86</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2029, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$1,828.26</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$1,371.18</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$1,326.45</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2030, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$2,011.09</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$1,508.30</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$1,459.10</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2031, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$2,212.20</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$1,659.13</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$1,605.01</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2032, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$2,433.42</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$1,825.04</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$1,765.51</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2033, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$2,500.00</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$2,007.54</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$1,942.06</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2034, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$2,500.00</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$2,208.29</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$2,136.27</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2035, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$2,500.00</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$2,429.12</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$2,349.90</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

Effective May 1, 2036, the annual license fees and maximum number of licenses for the sale or distribution of alcoholic beverages within the Township shall be as follows:

<u>Class of License</u>	<u>Annual License Fee</u>	<u>No. of Licenses</u>
<u>Plenary Retail Consumption</u>	<u>\$2,500.00</u>	<u>50</u>
<u>Seasonal Retail Consumption</u>	<u>\$2,500.00</u>	<u>0</u>
<u>Plenary Retail Distribution</u>	<u>\$2,500.00</u>	<u>16</u>
<u>Club License</u>	<u>\$188</u>	<u>1</u>

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

SUSAN MCCARTNEY, MAYOR

**JOSEPH KRAKOVIAK,
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK**

INTRODUCED: April 22, 2025

ADOPTED: May 6, 2025

2912-25

Legislative History

The purpose of this ordinance is to revise the municipal code setting for the license fees for liquor licenses issued by the Township of West Orange. The ordinance sets forth an annual increase of 10% until the fees reach \$2,500.

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 32.3 and 32.8 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Police-Requesting Towing and Storage Services)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code provision governing the licensing for towing companies operating within the Township of West Orange to extend the radius of the requirement for towing licensee's principal storage yard from a principal storage yard located within the boundaries of the Township of West Orange to a principal storage yard within three (3) miles from the geographical center of the Township of West Orange.

II. CHAPTER 5, SECTION 32.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-32.3 Application for License; Contents.

- a. Every applicant for a license under this section shall complete, sign and verify a written application, in triplicate, on forms furnished by the Business Administrator.
- b. The application shall state:
 1. The complete legal name and principal office address of the applicant.
 2. The complete home address and home telephone number of the applicant of a sole proprietorship or the complete home address and home telephone number of the shareholders, principal officers and partners if the applicant is a corporation or partnership.
 3. The serial number and registration of each vehicle to be operated by the applicant and certificate of title.
 4. The location of the storage area for the towing equipment listed in Subsection 5-32.7 and the vehicles stored following their being towed by the licensee, record owner of same and name and addresses of any lienholders.
 5. The principal storage yard for all vehicles towed under this ordinance must be within three (3) miles from the geographic center of the Township of West Orange identified as the intersection of Prospect Avenue and Mount Pleasant Avenue.
 6. The name and address of the insurer and policy numbers of the garage keeper's liability and garage liability policies, proof of payment of premium which policies shall name the applicant as the insured as mandated in Subsection 5-32.12 herein.

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7. Consent to appointment of the Township Clerk as the applicant's true and lawful attorney for the purpose of acknowledging service out of any court of competent jurisdiction to be served against the applicant.
 8. An agreement to be available for service or on call 24 hours a day every day of the year and to abide by the fees as set forth by resolution of the Township Council pursuant to Subsection 5-32.6.
 9. Proof that the applicant holds title or is a bona fide lessee of the equipment and storage space used for the entire period of the contract.
 10. Proof that all storage facilities owned by the applicant are located in areas appropriately zoned for Storage Services.
- c. Applications shall be filed with the Business Administrator together with a certified check for the application fee set forth by resolution of the Township Council pursuant to Subsection 5-32.6.
 - d. Applications in conformance with this section shall be submitted in triplicate no later than May
 - e. Applicants shall provide a current business registration certificate in accordance with N.J.S.A. 52:32-44.

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III. CHAPTER 5, SECTION 32.8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-32.8 Storage and Garage Facilities.

- a. General Storage. Each licensee shall have dedicated storage space within three (3) miles from the geographic center of the Township of West Orange, identified as the intersection of Prospect Avenue and Mount Pleasant Avenue, sufficient to accommodate at least 80 vehicles, including storage space within the confines of West Orange sufficient to accommodate at least 50 vehicles, outdoors or indoors, for at least 30 days.
- b. Indoor Storage; Police. In addition to the storage space referred to in Subsection a above, each licensee shall have indoor storage space sufficient to accommodate at least four vehicles for exclusive use by the West Orange Police Department for impounded vehicles and vehicles that are the subject of any Police investigation. This facility must be located within three (3) miles from the geographic center of the Township of West Orange, identified as the intersection of Prospect Avenue and Mount Pleasant Avenue.
- c. Equipment Facility. Each licensee shall have an area and facility adequate for the storage and servicing of the equipment required by Subsection 5-32.7.
- d. Condition of Facilities; Signs; Moving of Vehicles. All storage and garage facilities shall be adequately safeguarded against vandalism and theft. The licensee shall assume and be solely responsible for all costs incident to moving vehicles from one storage area to

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another storage area owned or operated by the licensee. The facilities shall also be clean and in good order and the hours of recovery of vehicles shall be prominently posted and previously approved in writing by the Township. A licensee must have, at least, the following hours of recovery: Monday through Friday, excluding holidays, 8:00 a.m. to 6:00 p.m. and Saturday, excluding holidays, 8:00 a.m. to 1:00 p.m.

IV. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

V. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

VI. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Joe Krakoviak
Council President

Honorable Susan McCartney
Mayor

Introduced: April 22, 2025

Adopted: May 6, 2025

Approved as to form on the basis of the facts provided:

Karen J. Carnevale, R.M.C.
Municipal Clerk

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Legislative History

The purpose of this ordinance is to revise the municipal code provision governing the licensing for towing companies operating within the Township of West Orange to extend the radius of the requirement for towing licensee's principal storage yard from a principal storage yard located within the boundaries of the Township of West Orange to a principal storage yard within three (3) miles from the geographical center of the Township of West Orange.

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Joe Krakoviak
Council President

¶

Honorable Susan
Mayor

McCartney

Introduced: ¶

Adopted: ¶

¶

Approved as to form on the basis of the facts provided:¶

¶

Richard D. Trenk
Township Attorney

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**548900 TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

BOND ORDINANCE NUMBER 2921-25

**BOND ORDINANCE PROVIDING FOR VARIOUS 2025
CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND
IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING
\$635,000 THEREFOR AND AUTHORIZING THE ISSUANCE
OF \$605,600 BONDS OR NOTES OF THE TOWNSHIP TO
FINANCE PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$635,000, said amount being inclusive of down payments in the amount of \$29,400 (the "Down Payments") for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. 40A:2-1 et seq.) (the "Local Bond Law"), which Down Payments are now available from the Township's Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said \$635,000 appropriation not provided

for by said Down Payments, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount not exceeding \$605,600 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$605,600 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Improvements and repairs to the Lando Parking Lot, including, but not limited to, milling, paving, line painting, striping, signage, new curbs, base repair and driveway aprons;	\$ 425,000	\$ 405,000	\$ 20,000	10 years
(ii) Purchase and installation of calming measures, including, but not limited to, signs, striping and LED high visibility lights along Kelly Drive;	\$ 75,000	\$ 72,000	\$ 3,000	7 years
(iii) Improvements and repairs to Dogwood Drive at Boland Park including, but not limited to, milling, paving, line painting, striping, signage, new curbs, base repair, and driveway aprons; and	\$ 85,000	\$ 81,000	\$ 4,000	10 years
(iv) Section 20 Expenses.	<u>\$ 50,000</u>	<u>\$ 47,600</u>	<u>\$ 2,400</u>	
TOTALS:	<u>\$ 635,000</u>	<u>\$ 605,600</u>	<u>\$ 29,400</u>	

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction management services, construction planning, preparation of plans and specifications,

permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$605,000.

(d) The estimated cost of said improvements and purposes is \$635,000, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the amount of \$29,400 appropriated for the Down Payments for said improvements and purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief

Financial Officer”), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements and purposes described in Section 3 of this bond ordinance are not current expenses and are improvements and purposes which the Township may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 9.61 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$605,600. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 3 hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem*

taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication of the notice of final adoption of this bond ordinance, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: APRIL 22, 2025**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**JOE KRAKOVIAK,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: May 6, 2025**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**JOE KRAKOVIAK,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2025.

**SUSAN MCCARTNEY, Mayor
Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

2921-25

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on **April 22, 2025**. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on **May 6, 2025** at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS 2025 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$635,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$605,600 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance provides for (i) improvements and repairs to the Lando Parking Lot; (ii) the purchase and installation of calming measures along the entire length or portions of Kelly Drive; and (iii) improvements and repairs along the entire length or portions of Dogwood Drive at Boland Park. Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$635,000
Bonds/Notes Authorized:	\$605,600
Down Payment:	\$29,400
Section 20 Costs:	\$50,000
Useful Life:	9.61 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

2921-25

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on **May 6, 2025** and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2025 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$635,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$605,600 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance provides for (i) improvements and repairs to the Lando Parking Lot; (ii) the purchase and installation of calming measures along the entire length or portions of Kelly Drive; and (iii) improvements and repairs along the entire length or portions of Dogwood Drive at Boland Park. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$635,000

**Bonds/Notes
Authorized:** \$605,600

Down Payment: \$29,400

Section 20 Costs: \$50,000

Useful Life: 9.61 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on April 8, 2025 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on April 22, 2025 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on April 8, 2025 and finally adopted on April 22, 2025 by the Township Council of the Township and approved by the Mayor on _____, 2025.

(2) After introduction, the bond ordinance was published as required by law on _____ in the (name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2025 and was duly published as required by law on _____, 2025 in (name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital or temporary capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) The official seal of the Township is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Ditinyak, the Chief Financial Officer of the Township, as of April 8, 2025, that such Supplemental Debt Statement was filed in my office on or prior to April 8, 2025 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2025.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR VARIOUS 2025 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$635,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$605,600 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF"

there was available down payments for the improvements or purposes authorized by said bond ordinance the aggregate amount of \$29,400 (the "Down Payments"), which Down Payments are now available from the Township's Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2025.

JOHN DITINYAK,
Chief Financial Officer

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS IN GENERAL
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-29.1 Speed Limits in General, of the Revised General Ordinance of the Township of West Orange is hereby supplemented and amended as follows, pursuant to the provisions of N.J.S.A. Title 39 Motor Vehicles and Traffic Regulations, Chapters 39:4-8a, 39:4-98, and 39: 4-197.

(italic type denotes deletion, bold type denotes addition):

<u>Name of Street</u>	<u>Direction</u>	<u>Speed Limit</u>	<u>Location</u>
Gregory Avenue	Both	25 M.P.H.	25 M.P.H. statutory Speed limit except for a school speed limit of 20 M.P.H. from 8 A.M.-10 A.M. and 3P.M.-5 P.M. weekdays from 25 feet south of Walker Road to 610 feet north of Walker Road.

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval by Resolution of the Essex County Board of Chosen Freeholders.

SUSAN McCARTNEY, MAYOR

JOE KRAKOVIAK, COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: May 6, 2025

ADOPTED: May 20, 2025

LEGISLATIVE HISTORY

This Ordinance amends Chapter 7, Subsection 29.1 of the Revised General Ordinances. It establishes a 20 M.P.H. speed limit within the Gregory School Zone on weekdays between 8AM-10AM and 3PM-5PM when children are normally present.

This change is part of a larger program improving visibility and safety within the Gregory School Zone. At all other times, the speed limit will remain at 25 M.P.H.

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-37.1b MUNICIPAL PARKING YARDS;
METERED PARKING, PERMIT PARKING, TIME LIMITED PARKING
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-37.1b, Municipal Parking Yards, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Parking Yard</u>	<u>Block</u>	<u>Lot(s)</u>	<u>Location</u>
4	18	48- 49-50-50.01	324-330 Valley Way
4	18	48	324-330 Valley Road
5	28	22	2-4 Hazel Avenue
5	28	22	563 Valley Road
6	67 &	1-1.01-1.02-10-12-13-27	60-66 Main Street
6	68	1	
6	67 &	1	60-66 Main Street
6	68	1	
7	68	28 & 30	46 Mount Pleasant Avenue
7	155	41.02	10 Rooney Circle
9	127	11	8 Cherry Street
9	127	11	102 Franklin Avenue
11	125.02	106 & 124	51 Seward Street
11	125.02	124	51 Seward Street
15	125.02	103-104-106	60 ½ Cherry Street
15	125.02	101-103-104-106	60 ½ Cherry Street

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

Susan McCartney, Mayor

Joe Krakoviak, Council President

Karen J. Carnevale, R.M.C., Municipal Clerk

Introduced: May 6, 2025

Adopted: May 22, 2025

LEGISLATIVE HISTORY

This Ordinance amends and updates the previous list of Municipal Parking Yards to reflect various changes that have occurred since the last update. During the last revision of the Township Tax Maps, some lots were consolidated under one lot. The West Orange Library changed locations. Other addresses were changed to reflect the address listings of the Township Tax Assessor property list.

2924-25

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AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20, STREETS AND SIDEWALKS, AND SUBSECTIONS 20-1 ET SEQ OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 20, Sections 1.1 *et seq.* of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE: The purpose of this ordinance is to amend and supplement Chapter 20, Section 1.1 *et seq.* of the Revised General Ordinances of the Township of West Orange (the “Township Code”).

II. CHAPTER 20, SECTION 1.1 *et seq.* SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§20-1.1 *et seq* BE AND HEREBY AMENDED AND SUPPLEMENTED AS FOLLOWS:

§ 20-1. EXCAVATIONS.¹

§ 20-1.1. Permit Required. [1972 Code § 22-1.1; amended 2-9-2021 by Ord. No. 2635-21]

No person shall open, dig up, or excavate any street or sidewalk, or any portion thereof for the purpose of connecting any pipe or conduit pipe with a water or gas main, or for any other purpose whatsoever, unless the applicant shall first obtain a permit from the [Municipal Engineer](#).

Deleted: Township

§ 20-1.2. Provisions of Permit; Procedures; Fees. [1972 Code § 22-1.2; Ord. No. 729-84 § 3; Ord. No. 1328-95 § 4; amended 2-9-2021 by Ord. No. 2635-21]

a. The permit shall be in writing, signed by the Township Engineer or his/her representative and shall include:

1. A description of the work to be performed.
2. A reason for said work.
3. The street address including the nearest cross streets where the excavation is to be made.
4. A plan or sketch in proper scale indicating the size and location of the proposed openings which shall include:
 - a. The distance in feet from the nearest intersection and from the nearest curb line;
 - b. The dimensions of the opening including length and width;
 - c. The existing parking restrictions.
5. The start and estimated completion dates.
6. The type of pavement to be opened.

¹ Editor's Note: The power to regulate excavation and construction in the public streets is contained in N.J.S.A. 40:67-1. The power to provide specifications for street and sidewalk construction is part of the general Police power, contained in N.J.S.A. 40:69A-29, 30.

7. The name and address of the compaction testing company or laboratory, as required by the Municipal Engineer.
 8. Photographs of the street or roadway which will be impacted by the proposed work and the areas immediately adjacent thereto as it exists at the time of the application for the permit.
 9. A utility mark out within the area affected. Applicant is responsible for contacting the West Orange Department of Public Works for all Sanitary and/or Storm sewer utility mark outs during working hours, or to notify West Orange Police during all other hours and request a DPW Sewer employee be dispatched. Applicant must notify NJ State One-Call System (811) for all other public utility mark outs. If a utility is damaged, including service connections, immediately notify the affected Utility Company and the Municipal Engineer or Department of Engineering. West Orange Police must be notified for damages that occur during all off-hours emergency work.
 10. A written agreement to completely restore the area affected within a specified number of calendar days after the first disruption thereof to the condition it was at the time it was first completed. The selected period of time is subject to the approval of a representative of the Department of Engineering.
 11. Specifications, matching those used to construct the street or roadway in the first place, for the complete restoration of any and all bituminous paving, concrete sidewalks, concrete or block curbs, brick pavers, bollards, light poles, benches, trash receptacles, planters, sign posts, parking meters or control boxes, and any and all other aspects of the street or roadway that may be disrupted or impacted in any way by such work.
 12. All water valves, gas valves, storm and sanitary sewer castings are to be reset to grade prior to paving operations in accordance with sections 602.03.03- Set Casting, Reset Casting and Reconstructed Inlet and Manhole, 651.03.07-Reset Water Valve Box, 652.03.07-Reset Manhole Sanitary Sewer, and 653.03.04-Reset Gas Valve Box of the latest version of NJDOT Standard Specifications for Road and Bridge Construction.
 13. An itemized and detailed estimate of the cost of the proposed work, including the cost of complete restoration of the full-width of street or roadway prepared by the applicant's architect or engineer.
 14. A written agreement to submit photographs of the street or roadway once the Department of Engineering representative has approved the complete restoration of the street or roadway.
 15. The Applicant must submit a copy of the Public Works Contractor Registration Certificate issued by the N.J. Department of Labor and Workforce Development to work on any public or private property that requires road opening.
- b. No trees within the Township right-of-way shall be disturbed or removed without permission of the Township Forester.

c. Application Procedures

1. Application for a permit for the installation of a main line of a utility or drainage system running parallel to the Township right-of-way shall be made to the Department of Engineering. Such application must include a detailed plan showing the limits of such an installation, the depth of the main and utility and other necessary information including full compliance with the requirements and subject to the conditions hereafter provided. Upon approval of the plan by the Municipal Engineer, a permit will be provided.
2. Applications for a permit for the installation of a house connection for water, sewer, or any other purpose where the excavation does not run parallel to the Township right-of-way shall, upon compliance with the requirements, and subject to the conditions hereafter mentioned, be granted a permit. Application for the permit for the installation of water connections that require the excavation or removal of the surface pavement, curbing, or sidewalk shall be made at the Department of Engineering. Upon Approval of the Municipal Engineer, a permit will be granted.
3. All Other Applications. Applications for all other street openings requiring the excavation or removal of the surface pavement, curbing or sidewalk not provided here before shall be made at the Department of Engineering. A permit shall be issued when it can be determined that (i) the necessary documents are acceptable in form and substance, (ii) the applicant has paid the review and inspection fee, (iii) the applicant has posted sufficient insurance, (iv) the applicant has satisfied all other requirements applicable to the issuance of permits in the Township of West Orange.
4. Fees
 - a. The applicant shall pay an application review in an amount to be set by Resolution for each individual Township Street or Roadway affected in a project.
 - b. Additionally, upon issuance of the permit, the applicant shall pay to the Township a fee, in a matter set forth by Resolution at the approval of the Township Council.

5. Authority of the Department.

a. The Municipal Engineer or Designated Representative (Department) has the authority to direct the work and the Contractor/Permittee has an obligation to proceed as directed. The Department has the authority to reject work that is not in conformance with the Contract or Permit and direct its removal and replacement. If the Contractor/Permittee fails to promptly remove or replace defective work as directed by the Department, the Municipal Engineer has the authority to direct others to remove or

replace the work. The Department has the right to recover costs incurred for such removal and replacement from the Contractor/Permittee.

b. The Municipal Engineer will decide questions that arise concerning the following:

1. Quality and Acceptability of the work.
2. Progress of the work.
3. Interpretation of the Contract or Permit
4. Modification of the Contract or Permit

6 Responsibilities of the Contractor/Permittee

- a. Provide labor and equipment sufficient to perform the work, as specified in the Contract or Permit to completion. Ensure that the labor and equipment used to perform the work does not cause damage to public or private property. Provide workers that have sufficient skill and experience to properly perform the work necessary under the Contract or Permit. Provide equipment of sufficient size and mechanical condition to meet the requirements of the job.
- b. The Contractor/Permittee shall provide an on-site Supervisor and alternate, or provide a third-party inspector that is competent, English-speaking, and experienced in the type of construction performed on the job at the Contractor's expense. This person should be agreed upon by the Department prior to starting work. Contact name and phone of the on-site Supervisor and alternate must be provided prior to the commencement of the work.

7. Risks assumed by the Contractor/Permittee

The Contractor/Permittee assumes the following distinct risks, whether they arise from acts or omissions, negligent or not, and whether such risks are within or beyond the control of the Contractor/Permittee.

- a. Damage Caused by the Contractor/Permittee- The Contractor/Permittee bears the risk of all loss or damage caused by the Contractor/Permittee, their agents or employees, subcontractors, suppliers, or delivery persons. Protect and preserve all private and public property from damage or loss in performance of the work. Promptly repair or replace such damage or loss as directed by the Department.
- b. Risks of Loss or Damage to the Construction- Until final acceptance and review of the project, the Contractor/Permittee bears the risk of all loss or damage to construction performed under the Contract/Permit. Promptly repair or replace such damage or loss. The Department will not make any payments or modify the Contract/Permit time period for such repairs.

c. Risks of Claims on Account of Injury, Loss, or Damage- The Contractor/Permittee bears the risk of claims, just or unjust, by third parties made against the Contractor, Permittee, or Township of West Orange on account of injuries, wrongful death, loss, or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the work.

d. Risks of Loss to Property of Those Performing the Work- The Contractor/Permittee bears the risk of loss or damage to any property of the Contractor/Permittee, and of claims made against the Contractor/Permittee or the Township for loss or damage to any property of subcontractors, workers, and others performing the work at any time before removal of said property from the project limits or Township property.

8. Suspension of Work, Suspension of Permit-

The Municipal Engineer has the right to suspend the work, wholly or in part, as deemed necessary for the following reasons:

a. Contractor/Permittee fault- including but not limited to, failure to fulfill Contract requirements, failure to comply with the provisions and procedures of the Permit, working in an unsafe or reckless manner, failure to correct unsafe conditions, and/or failure to carry out directions of the Department.

b. Convenience of the Department- this direction will be sent to the Contractor/Permittee in writing.

c. Unsuitable Weather Conditions- to be determined by the Department.

§ 20-1.3. Deposit to Cover Cost of Replacement; Bond. [1972 Code § 22-1.3; Ord. No. 1328-95 § 5; amended 2-9-2021 by Ord. No. 2635-21]

The applicant shall upon receiving the permit, in order to secure the Township, deposit with the Township a sum to be determined by the Township Engineer, based on the area of the excavation and twice the prevailing cost of replacement, for such excavation. The minimum bond shall be \$3,000 cash. The deposit shall be forwarded to the Township Treasurer, who shall use it to defray the expense of the Township in maintaining and completing the work of repairing or replacing the street or road or part thereof, if the permittee has not maintained or completed it to the satisfaction of the Engineer. In lieu of the deposit, the applicant may, at the Township's option, give bond to the Township in the sum of \$50,000 with surety or sureties as the Township Council shall approve, conditioned for the payment from time to time of the expenses of repairing or replacing any and all streets or roads or parts thereof, so torn up or excavated upon permits issued therefor.

§ 20-1.4. Deposit Payment of Additional Sum. [1972 Code § 20-1.4; Ord. No. 1328-95 § 6]

The deposit of any surplus after the completion of the work shall be returned to the applicant within 180 days, upon written authorization of the Township Engineer. If any additional sum is required, it shall be paid by the applicant upon receiving written notice to that effect from the Township Engineer.

§ 20-1.5. General. [1972 Code § 22-1.5; amended 2-9-2021 by Ord. No. 2635-21]

- a. **General.** The New Jersey State Department of Transportation 2019 Standard Specifications for Road and Bridge Construction, or latest revision, shall govern all of the work performed under Township of West Orange Road opening permits, except as supplemented below:
1. Any work under an issued permit must be commenced within three months from the date of issue, and completed 45 days from commencement, or said permit shall be deemed void and reapplication shall be required, unless previously approved by the Municipal Engineer.
 2. The permittee shall notify the Municipal Engineer 48 hours, not including weekends and holidays, in advance of the actual commencement of any work under a permit.
 3. The permittee shall notify the Municipal Engineer at least 24 hours prior to closing any trench or excavation.
 4. The permittee shall notify the Municipal Engineer at least 24 hours prior to doing any final repair of a trench or excavation.
 5. Permittees whose work results in the closing of a moving traffic lane, or which requires traffic to be diverted to another lane shall at all times while actively working at the site, utilize an authorized traffic plan approved by the West Orange Police Traffic Bureau for the maintenance and protection of traffic. This includes the use of Police Traffic Directors to assist motorists and pedestrians to proceed safely through the site.
 6. Barricades, signs, lights, and other approved safety devices shall be displayed in accordance with the Federal latest edition of the Manual on Uniform Traffic Devices.
- b. **Protection of Excavation.** Every person, utility or corporation engaged in the digging of any street, in the paving of any street or section of a street, building any sewer or drain, digging any trench for gas, water or other pipes, or in digging and building any manhole or valve box in any public street, or in the placing of any obstruction in any public street, where the work, if left exposed, would be dangerous to vehicles or passersby, shall erect a fence or railing at such excavations or work.

The fence or railing shall be erected in a manner to prevent danger to persons travelling on the street or sidewalk. The person shall maintain the railing or fence until the work shall be completed or the obstruction or danger is removed. It shall be the duty of each person, utility or corporation who erects a railing or fence to place upon the railing or fence at sundown of each evening suitable and sufficient lighting and to keep the lights burning throughout the night during the performance of the work.

- c. **Protection of Existing Structures.** It shall be the responsibility of the permittee to give proper notice of the proposed street opening to any person, firm, or corporation whose pipes, conduits, or other structures are laid in the portion of the street to be opened. Said notice shall be given, in writing, a minimum of 72 hours before commencement of said opening, and the permittee shall, at his own expense, carefully support, maintain in operation and protect from damage such pipes, conduits, or other structures. If any damage is caused to such pipes, conduits, or other structures, the permittee shall restore the same, at his own expense, to the condition they were prior to the commencement of work, except that gas facilities must be repaired by Public Service Electric and Gas Company and water main facilities must be repaired by the New Jersey American Water Company. Conduits or pipes shall be installed at a minimum depth of 18 inches from the surface of the roadway or below the base course whichever is greater. Where conduits and pipes cannot be installed at the required minimum depth, protective plating shall be installed over the facilities upon written request from the permittee and receipt of written approval of the Municipal Engineer.

- d. **Breaking Existing Pavement.** Precutting of pavement wearing course by saw cutting shall be required. For pavement removal, the use of a "Ram Hoe" or truck mounted pavement breaker is not permitted unless otherwise authorized. Hand held tools should be used for this purpose. This applies to all streets at all times. The permittee shall be responsible for keeping the construction site clean and neat as practicable at all times during the life of the permit. No material shall restrict water flow in gutters. Every effort shall be made to keep the pavement opening dimensions to the absolute minimum. No person shall make any installation or repair between two or more street openings by means of tunnelling or jacking without approval of the Municipal Engineer or his/her representative.

1. **Sheeting or Bracing.** The sides of any open excavation five feet or more in depth shall be secured by sheeting and bracing where the earth is not sloped to the angle of repose of the material and where unsafe conditions are created due to the composition of the soil, depth of excavation, climactic conditions, or construction operations. Where sheeting or bracing has been used for the excavation, it shall be pulled when the excavation has been filled or backfilled to the maximum unsupported depth allowed by the New Jersey Department of Transportation guidelines.

- e. **Backfill or Plating.** All excavations shall be completely backfilled at the end of each working day,

unless it would constitute a hardship to the permittee or where the size of the excavation makes it impossible to backfill at the end of each working day, in which a waiver may be granted by the Township Engineer. In the event that a waiver is granted, the contractor or owner shall cover the excavation with heavy one-inch-thick plates secured to the pavement to prevent rattles and movement, and erect appropriate barriers and lights around the entire excavation and arrange to provide appropriate security protection, if such security is necessary, at his own cost and such other safeguards as may be needed to protect the public from an open excavation. If plates are placed for over a weekend or for an extended period, all edges are to be macadam sealed and sloped. In no event shall an excavation be left open for more than 72 hours, unless an emergency exists and permission has been secured from the West Orange Police Department, the Township Engineer, or their designated representative. Plates left in the roadway between November 15 and April 1 shall be recessed to allow for snowplowing, should it be necessary.

f. **Paving.** No road opening shall be permanently paved until a final inspection has been made by the Township Engineer or his representative and final approval given. For all openings:

1. All water valves, gas valves, storm and sanitary sewer castings are to be reset to grade prior to paving operations in accordance with sections 602.03.03- Set Casting, Reset Casting and Reconstructed Inlet and Manhole, 651.03.07-Reset Water Valve Box, 652.03.07-Reset Manhole Sanitary Sewer, and 653.03.04-Reset Gas Valve Box of the latest version of NJDOT Standard Specifications for Road and Bridge Construction.
2. The paved roadway surfaces shall be saw cut or blade cut vertically on a straight line before excavating.
3. The material excavated from the trench opening shall not be replaced as backfill.
4. Excavated materials must be removed from the work site on the day of excavation.
5. The backfill will be comprised of Dense Graded Aggregate (DGA) or other material approved by the Township Engineer.
6. All backfill shall be placed in twelve-inch horizontal layers, with each layer thoroughly compacted by mechanical means to the satisfaction of the Engineer. The Engineer reserves the right to require a compaction test to be performed by an independent laboratory at the expense of the permittee.
7. After proper settlement and cutback, for any portion of the road, the entire width of the trench, plus a four-inch overlap, shall be overlaid with a two-inch minimum thickness of bituminous concrete surface course (9.5M64 or 12.5M64 as designated by the Municipal

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Engineer) pavement applied to the entire length of the disturbed area and rolled in place to obtain a smooth pavement surface and sealed at all edges.

g. Asphalt Pavement Openings; Backfilling; Restoration of Surface.

1. The permittee shall assume all responsibility and hold the Township harmless for any property damage or bodily injury which may occur as a result of the work performed from the time the work commences until the permanent restoration has been completed to the Engineer's satisfaction. The permittee shall immediately backfill the opening with an approved material in layers not exceeding one foot in thickness. This fill shall be brought to an elevation of eight inches below pavement surface. Compaction shall be attained by use of plate tampers, small drum vibrators, or "jumping jack" hydraulic rammers. Hand compaction shall not be permitted except in the immediate area of the underground facility where hand compaction is permissible using as many strokes as necessary to attain maximum density.
2. Once the excavation work area has been properly saw cut, and the backfill tamped and compacted, the permittee shall install no less than eight inches of bituminous stabilized base course (19M64 or 25M64 as designated by the Municipal Engineer) to the trench surface in two lifts compacting after each application. The roadway restoration for the roadway opening shall be full curb to curb roadway restoration. The permittee shall be required to excavate to the curb and evenly install eight inches of bituminous stabilized base course (19m64 or 25M64) applied in two lifts to the entire area.
3. The partially restored pavement shall be allowed to settle for no less than 90 and no more than 180 days. If, at any time during the settlement period, the trench becomes unacceptable as determined by the Township Engineer or his representative, the permittee shall be notified of the condition requiring repair, and such repair shall be performed within 24 hours of such notification. If the repair is not made in the time specified, the Township may make the repair, and any costs thereof will be charged against the permittee's cash repair deposit and/or maintenance bond. At the end of the time of settlement required by the Township Engineer, an inspection will be made by the Engineer or his representative.
4. After the Township Engineer's inspection, the permittee shall be required to mill the excavation work area surface to a width equal to the width of the roadway with one foot wider on each side of the initial repair and install no less than two inches of bituminous concrete surface course (9.5M64 or 12.5M64 as designated by the Municipal Engineer). The permittee shall also be required to provide a tack coat on all existing bituminous and concrete surfaces and a hot poured, rubber asphalt joint sealer (per Section 914 of NJDOT Standard Specifications for Roads and Bridges).
6. Unless authorized by the Township Engineer, any excavation less than, 10 square yards shall require milling and restoration of the excavation work area extending a minimum of one foot beyond the edge of excavation to the nearest curb. Any excavation equal to or greater than 10 square yards shall require milling and restoration of the excavation work area extending from full curb to curb roadway restoration and extending a minimum of one foot beyond the outer edges of the excavation. If the excavation work area will be

within 100 feet or less of previous excavations occurring within one year of the subject excavation (by the same permittee along the ~~same~~ either side of the road), the permittee shall be required to mill and restore the roadway between the outermost excavations with full curb to curb roadway restoration.

6. The permittee shall be required to replace any facilities, including, but not limited to, curb, pavement, sidewalk, line striping, etc., that are affected by the excavation and restoration work, at the permittee's expense. Such work shall be performed according to the Township's standards.
7. Non-paved areas. All grass or graveled area or sidewalk areas disturbed within the Township right-of-way(s) shall be reconstructed, top soiled, seeded, and mulched within 14 days of completion of excavation. All concrete areas will be thoroughly compacted before restoration. These limits may be waived by the Engineer only when abnormal temperatures or inclement weather necessitates the same.
8. All work, including grassy areas, shall be guaranteed for a period of 60 months.

§ 20-1.6. Insurance. [1972 Code § 22-1.6; amended 2-9-2021 by Ord. No. 2635-21 ²]

As a condition of the issuance of a permit, the applicant shall provide the Township with evidence of General Liability, General Comprehensive and Vehicular Insurance and Worker's Compensation Insurance in an amount not less than **\$1,000,000.00** each occurrence and **\$2,000,000.00** aggregate. Such insurance policy must also name the Township of West Orange as an additional insured and be issued by a company licensed by the State of New Jersey.

§ 20-1.7 Emergencies.

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In the event that an emergency condition exists requiring immediate action by any person, utility or corporation requested to obtain a permit pursuant to this section, the person may immediately cause the roadway to be entered and emergency measures taken without first obtaining a permit, provided that:

1. A true emergency exists and the person has notified the Township of West Orange Police Department prior to the start of work, who shall log the emergency and provide information regarding traffic control and the hiring of traffic directors.
2. A permit is applied for within 24 hours of the road opening or on the next business day, whichever is more practical.
3. All work is performed in accordance with the provisions of this chapter.

4. The permittee shall commence emergency work as soon as practical, and perform such work on an around the clock basis until the emergency is abated.
5. Barricades, signs, lights, and other approved safety devices shall be displayed in accordance with the latest version of the Federal Manual on Uniform Traffic Devices.
6. No private vehicles may be kept in the work area.
7. All necessary information regarding the emergency work that is requested by the Department of Engineering Inspector or other Township representative shall be provided by the permittee or the work crew on scene.
8. Permittees whose work results in the closing of a moving traffic lane, or which requires traffic to be diverted to another lane shall at all times while actively working at the site, utilize an authorized traffic plan approved by the West Orange Police Traffic Bureau for the maintenance and protection of traffic. This includes the use of Police Traffic Directors to assist motorists and pedestrians to proceed safely through the site at the permittees expense.

§ 20-1.8 Excavations and Street Openings in Protected Streets

No street opening activity shall be allowed, except for emergency work or as authorized by the Municipal Engineer in a protected street for a period of ten years from the completion of street improvements. The Municipal Engineer shall once a year, or as often as may be appropriate, provide to the public utility providers and the general public notice of planned work on municipal roads, advising that any work requiring excavation and disruption of pavement within or about those roads will have to be completed prior to Township paving projects. Such notice shall state that no road opening permits will be issued for openings, cuts, or excavations in newly paved roads for a period of 10 years from the completion of the project.

The notice shall also provide those applications for road opening permits for work to be done prior to the Town paving project shall be submitted promptly in order that the work covered by the permit may be completed before paving. Notice to public utility providers shall be by E-Mail.

- a. **Permit Issuance.** No permit to use or open any street, except for emergency work, shall be issued to any person within a ten-year period after the completion of the construction of a capital project relating to such street requiring resurfacing or reconstruction unless such person demonstrates that the need for the work could not have reasonably been anticipated prior to or during such construction. Notwithstanding the foregoing provisions, the Municipal Engineer may authorize the issuance of a permit to open a street within such ten-year period upon a finding of necessity therefore.

b. **Conditions.** Permittees shall be responsible to contact the Department of Engineering for Municipal Engineer to determine whether a street is scheduled to be rebuilt under a street reconstruction project.

c. **Application.**

1. Permittees shall include on the application the justification for any street opening activities on protected streets.

2. The permittee shall attach the "Protected Street Opening Permit Application attachment" to the Street Opening permit application prior to obtaining the permit.

d. No backfill of any opening or excavation on a protected street shall be performed unless the permittee notifies the Department of Engineering at least 48 hours prior to the scheduled start time for the backfill. In no case shall the permittee commence the backfill prior to the scheduled start time. For the HMA base and surface course, the permittee shall fax/email its daily paving schedule to the Department of Engineering prior to commencing work. In addition, during the backfill and compaction phase of the work, permittees must provide, on site, a certified compaction tester from an approved laboratory or a licensed certified tester to test that the compaction of the backfills is in accordance with the Department of Engineering's rules and specifications. Upon completion of temporary restoration measures, a thirty-day settlement period shall be observed. Upon completion of the settlement period, final (permanent) restorations shall be completed within 10 working days, or as directed by the Department of Engineering should the final restoration period fall within the winter season.

e. The Department of Engineering may inspect any phase of the work, including but not limited to initial excavation, backfill and compaction, performance of required cut backs, and final restoration.

f. A certification issued by a New Jersey licensed professional engineer shall be provided to the Municipal Engineer within 30 days of completion of work on protected streets. The certification shall state that the type of work performed was as described in the permit application, and that all phases of the restoration were performed in accordance with the Township rules and specifications.

g. Permittees shall be responsible for the proper repair of the street opening or excavation for a period of three years from the date of completion or for the duration of the protected street guarantee period, whichever is longer.

h. Where street openings cannot be confined to within four feet of the curb line, including the required cut back, and/or within the sidewalk area, full curb to curb roadway restoration

shall be required where protected street status has been in effect for 48 months or less, unless otherwise directed by the Municipal Engineer.

i. In the event a permanent restoration pavement installed in violation of the provisions of paragraph 1 of this paragraph d settles more than two inches below the surrounding existing surface during the life of such permanent restoration, this shall be deemed a failure of the backfill compaction, in which case, the permittee shall remove all of the failed backfill, down to the subsurface facility, and install new, properly compacted backfill and the final finish should be infrared for a smooth trench.

j. In those circumstances where a non-emergency linear opening or excavation is performed on a street where protected streets status has been in effect for a period of ten years or less, then the permittee shall be required to perform full curb to curb roadway restoration on the protected street, plus curb-to-curb repaving of another street in the area, as designated by the Municipal Engineer with the consent of the Mayor and Council. The length of the repaving of the additional street shall be substantially equivalent (as determined by the Municipal Engineer) to the length of the restoration of the protected street that was opened/excavated within this ten-year period.

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§ 20-1.9 Violations and Penalties

Any person who shall violate any of the provisions of this ordinance, or take part in or assist in any violation, or who shall violate or fail to comply with any order or regulation made under the provisions of this ordinance, or shall make any excavation or store any material within the line of any municipally controlled road or street in the Township of West Orange, except as allowed by permit under the provisions of this ordinance, shall severally for each and every such violation or noncompliance, respectively, not otherwise provided for, be liable to the maximum penalty as per N.J.S.A. 40:49-5 as follows:

- The Township Council may prescribe penalties for the violation of ordinances it may have authority to pass, by one or more of the following: imprisonment in the county jail or in any place provided by the municipality for the detention of prisoners, for any term not exceeding 90 days; or by a fine not exceeding \$2,000; or by a period of community service not exceeding 90 days.
- The Township Council may prescribe that for the violation of any particular ordinance at least a minimum penalty shall be imposed which shall consist of a fine which may be fixed at an amount not exceeding \$100.
- The Township Council may prescribe that for the violation of any particular ordinance at least a minimum penalty shall be imposed which shall consist of a fine which may be fixed at an amount not exceeding \$100.

Should any person, firm, or corporation in violating any of the provisions of this ordinance, after notice of such violation, continue such violation, each 24 hours that the same shall be continued shall be construed to constitute a separate and distinct violation.

Any person, firm, or corporation who is convicted of violating the ordinance within one year of the date of a previous violation of this ordinance and who was fined for the previous violation, shall be

sentenced to an additional fine as a repeat offender. The additional fine as imposed upon a person, firm, or corporation for repeated offense shall not be less than the minimum or exceed the maximum fine imposed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the initial conviction of violating the ordinance.

Any person, firm, or corporation convicted of the violation of any provision of this ordinance may, in the discretion of the Court by which he was convicted, and in default of the payment of any fine imposed therefore, be imprisoned by the County jail or place of detention provided by the Township, for any term not exceeding 90 days, or be required to perform community service for a period not exceeding 90 days.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Mayor

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Joseph Krakoviak
Council President

Introduced: May 6, 2025

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Adopted: May 20, 2025

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LEGISLATIVE HISTORY

This Ordinance amends and supplements Chapter 20 Streets and Sidewalks to supplement permit procedures and general specifications for contractors to excavate streets and sidewalks in the Township. It also outlines the requirement for applicants and contractors to provide a Public Works Contractor Registration Certificate issued by the New Jersey Department of Labor and Workforce Development at the time of applying for a road opening permit. Also, additional application procedures and requirements were added to Section 20.1C to supplement the ordinance.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 11.10 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(OUTDOOR CAFES IN THE B-1, B-2 AND PC DISTRICTS)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 25, Section 11.10 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 25, Section 11.10 of the Revised General Ordinances of the Township of West Orange to require additional standards to be met regarding outdoor cafes located in the Township.

**II. CHAPTER 25 SECTION 11.10 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING: §25-11.10 BE AND
HEREBY AMENDED AS FOLLOWS:**

- The portion entitled “Outdoor Cafes in the B-1, B-2 and PC Districts” which specifies the requirements for outdoor cafes in the Township of West Orange, shall be repealed and replaced by the following language:

Outdoor cafes shall be permitted subject to the standards and conditions of § 5-10 of Chapter 5, General Licensing, of the Revised General Ordinances of the Township of West Orange and in conjunction with the following conditions:

- a. Adequate access for emergency response personnel must be allowed to the main entrance of the serving establishment from the outdoor serving area as defined by Township fire regulations.
- b. Adequate sidewalk access (at least four feet) must be maintained for easy passage of pedestrians on any public sidewalk or right-of-way.
- c. Some form of formal space delineation, such as a removal fence, may be required during cafe business hours to define sidewalk space from cafe space.
- d. Outdoor or patio type furniture must be used; upholstered furniture is prohibited.

e. Street furniture (seating, tables, fencing, etc.) must be moved into the serving establishment when the outdoor cafe is not open for business.

f. Cleanliness of the outdoor serving area is the responsibility of the serving establishment.

g. Signage, in addition, to that permitted for the serving establishment pursuant to § 25-15, is prohibited.

h. A sketch showing the proposed location of tables, chairs and umbrellas shall be prepared and submitted to the Director of Planning and Development for approval prior to the use of the sidewalk area.

i. The use of the described locations shall be authorized by a sidewalk cafe permit issued by the Director of Planning upon compliance by the applicant with the requirements of this subsection and the payment of an annual fee to be prescribed by Resolution at the approval of the Township Council.

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j. Any permit issued by the Director of Planning shall designate the hours of operation of any sidewalk cafe or outdoor cafe which shall not exceed the hours of 12:00 p.m.(noon) to 10:00 p.m. ▼

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Deleted: but in no event may a sidewalk cafe remain open after 11:00 p.m. on Sunday through Thursday or after 12:00 midnight on Friday, Saturday and legal holidays....

k. Nothing herein shall be deemed to be a waiver of the provisions of any health and/or licensing ordinance regulating the operation of a sidewalk or outdoor cafe.

l. The use of any sound amplification device on sidewalk or outdoor cafes is prohibited.

m. Whenever amplified sound or music is being played inside an establishment with an outdoor cafe or sidewalk cafe, all doors and windows that open to the outside sidewalk or outdoor café shall remain closed, except as necessary for entry and exit.

n. Effective May 30, 2025, the owner or operator of a restaurant that does not sell alcoholic beverages seeking to utilize for purposes other than selling alcoholic beverages in outdoor spaces as an extension of their businesses shall file an application with the Municipal Zoning Officer and such application shall include:

(i) a plan, sketch, picture or drawing that depicts the design, dimensional boundaries, and placement of tents, canopies, umbrellas, tables, chairs, and other fixtures of the outdoor spaces;

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(ii) a plan for the control of litter, the removal and storage of garbage, and the cleaning of fixtures and grounds. If a business premises' parking lot is being used for the service and sale of either food or beverages, or both, the owner or operator of a restaurant that does not sell alcoholic beverages shall not encumber more than 75 (75%) percent of the lot's total parking spaces for service and sale, unless the parking lot contains less than eight parking spaces, and shall maintain at least one handicapped parking space in the parking lot.

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(iii) written consent of the owner of the premises, if other than the applicant.

(iv) an insurance certificate naming the municipality as an additional insured, with general liability on an occurrence with a limit of liability of at least \$1,000,000, with respect to losses arising solely from the operation of the outdoor dining facility; or an indemnification agreement with the municipality arising solely from the operation of the outdoor dining facility.

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III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

**SUSAN MCCARTNEY
MAYOR**

**JOE KRAKOVIAK,
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK**

INTRODUCED: May 6, 2025

ADOPTED:

Legislative History

The purpose of this ordinance is to add additional requirements for establishments located in these B-1, B-2, and PC districts to operate an outdoor cafe. This Ordinance shall apply prospectively.

2926-25

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

ORDINANCE NUMBER 2926-25

**BOND ORDINANCE PROVIDING FOR BUILDINGS AND
GROUNDS IMPROVEMENTS ALONG ROONEY CIRCLE,
BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, STATE OF NEW JERSEY;
APPROPRIATING \$2,170,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$2,066,840 BONDS OR
NOTES OF THE TOWNSHIP TO FINANCE PART OF THE
COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$2,170,000, said amount being inclusive of a down payment in the amount of \$103,160 (the "Down Payments") for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. 40A:2-1 et seq.) (the "Local Bond Law"), which Down Payment is now available from the Township's Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,170,000 appropriation not provided for by said Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount not exceeding \$2,066,840 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in the principal amount not exceeding \$2,066,840 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are for exterior building and grounds improvements along Rooney Circle. The improvements shall also include, as applicable, all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,066,840.

(c) The estimated cost of said improvements or purposes is \$2,170,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the amount of \$103,160 appropriated for the down payment for said improvements or purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then

the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to

this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements and purposes described in Section 3 of this bond ordinance are not current expenses and are improvements and purposes which the Township may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvements or purposes, computed on the basis of the amount of obligations authorized for the improvements set forth herein and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 15 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of

Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,066,840 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$170,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements herein before described.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds and notes authorized in this bond ordinance shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: May 6, 2025**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**JOE KRAKOVIAK,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: May 20, 2025**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**JOE KRAKOVIAK,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

**SUSAN MCCARTNEY, Mayor
Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

2926-25

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on May 6, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on May 6, 2025 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR BUILDINGS AND GROUNDS IMPROVEMENTS ALONG ROONEY CIRCLE, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,170,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,066,840 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF
Purpose(s):	The bond ordinance provides for the exterior buildings and grounds improvements along Rooney Circle. Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$2,170,000
Bonds/Notes Authorized:	\$2,066,840
Down Payment:	\$103,160
Section 20 Costs:	\$170,000
Useful Life:	15 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

2926-25

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on May 20, 2025 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR BUILDINGS AND GROUNDS IMPROVEMENTS ALONG ROONEY CIRCLE, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,170,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,066,840 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF
Purpose(s):	The bond ordinance provides for the exterior buildings and grounds improvements along Rooney Circle. Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$2,170,000
Bonds/Notes Authorized:	\$2,066,840
Down Payment:	\$103,160
Section 20 Costs:	\$170,000
Useful Life:	15 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on May 6, 2025 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on _____, 2025 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK’S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the “Township”), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on May 6, 2025 and finally adopted on _____, 2025 by the Township Council of the Township and approved by the Mayor on _____, 2025.

(2) After introduction, the bond ordinance was published as required by law on _____, 2025 in _____ (insert name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2025 and was duly published as required by law on _____, 2025 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) An impression of the official seal of the Township is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Ditinyak, the Chief Financial Officer of the Township, as of May 6, 2025, that such Supplemental Debt Statement was filed in my office on or prior to May 6, 2025 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2025.

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR BUILDINGS AND GROUNDS IMPROVEMENTS ALONG ROONEY CIRCLE, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,170,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,066,840 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$103,160 (the "Down Payment"), which Down Payment is now available from the Township's Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2025.

JOHN DITINYAK,
Chief Financial Officer

RESOLUTION

WHEREAS, 0722-33-012-003 BK Lobster WO, LLC t/a Hendrix House has made an application for a Place-to-Place Transfer for the above-mentioned **Pocket** license; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on March 6, 2025 and March 13, 2025, appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on **May 6, 2025** and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Place-to-Place Transfer of Plenary Retail Distribution License No. 0722-33-012-003 to BK Lobster WO, LLC t/a Hendrix House, 161 Main Street, West Orange, NJ 07052 and is hereby approved.

Karen J. Carnevale, R.M.C.
ABC Board Secretary/Municipal Clerk

Joe Krakoviak, ABC Board Chairperson
Council President

Adopted: May 6, 2025

Effective: May 6, 2025