

1. Conference Meeting Agenda

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2. Public Meeting Agenda

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3. Resolution(S)

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Documents: [2-15 COUNCIL LIAISON APPT-LOCAL ASSISTANCE BRD.PDF](#)

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Documents: [10-15 COUNCIL LIAISON\(S\) APPT-INSURANCE FUND COMM.-2 APPT. -
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3.XIII. 13-15

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- 3.XXIX. 29-15
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- 3.XXX. 30-15
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- 3.XXXI. 31-15
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- 3.XXXII. 32-15
- Documents: [32-15 REFUND RESOLUTION PB-08-08 ORGANON.PDF](#), [32-15 PB-08-08 ORGANON SCHEDULE A.PDF](#)

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3.XXXV. 35-15

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4. Ordinance(S) On Second And Final Reading

4.I. 2434-14

Documents: [2434-14 HANDICAPPED ORDINANCE 20 VALLEY WAY AND 7 KIRK STREET.PDF](#)

4.II. 2435-14

Documents: [2435-14 AMENDING CHAPTER 2 SECTION 40 ENTITLED MUNICIPAL COURT ESTABLISHED.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2436-15

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5.II. 2437-15

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COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

January 6, 2015

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on December 4, 2014. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on December 4, 2014.

Roll Call - Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Councilwoman Spango, Council President McCartney (Mayor Parisi)

****The new Council President will be sworn in at 7:00 p.m.****

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6:30 P.M

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

AGENDA-AMENDED
Tuesday, January 6, 2015
Township of West Orange
66 Main Street – 7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on December 4, 2014. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on December 4, 2014.

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)

Oaths of Office – Mayor Robert D. Parisi, Councilwoman Susan McCartney, Councilman Victor Cirilo Swearing In-Council President Jerry Guarino

**** Please note that Mayor Parisi, Councilwoman McCartney and Councilman Cirilo were sworn in on January 1 at 12 noon. There was no formal meeting. ****

- 1. Public Comment**
- 2. *Consent Agenda**
- 5. *Approval of Minutes of Previous Meeting – Public Meeting Minutes December 9, 2014**
- 6. *Report of Township Officers-None**
- 7. *Reading of Petitions and Communications and Bids- None**
- 8. *Bills**
- 9. *Resolutions**
 - a. 1-15 Resolution Appointing Council Member Susan McCartney to Planning Board
 - b. 2-15 Resolution Appointing Council Member Patty Spango to the Local Assistance Board
 - c. 3-15 Resolution Appointing Council Member Victor Cirilo to the Eagle Rock Senior Citizens Housing Association (ERSCHA-Degnan House)
 - d. 4-15 Resolution Appointing Council Member Patty Spango to the West Orange Senior Citizens Housing Association (WOSCHA-John P. Renna House)
 - e. 5-15 Resolution Appointing Council Member Jerry Guarino to the Downtown West Orange Alliance
 - f. 6-15 Resolution Appointing Council Member Patty Spango to the West Orange Municipal Alliance Committee
 - g. 7-15 Resolution Appointing Council Member Susan McCartney to the West Orange Arts Council
 - h. 8-15 Resolution Appointing Council Member Joe Krakoviak to the Open Space and Recreation Committee
 - i. 9-15 Resolution Appointing Council Member Patty Spango to the Joint Meeting Commission for a Two (2) Year Term
 - j. 10-15 Resolution Authorizing Council Member Victor Cirilo and Council Member Jerry Guarino to the Insurance Fund Commission for a Two (2) Year Term

- k. 11-15 Resolution Authorizing an Agreement with Johnston Communications, North Arlington, NJ to Provide Maintenance, Service and Repair on a needed basis to the 911 Telephone and Communication System Operated by the West Orange Police Department for a Two (2) Year Term at a Monthly Rate of \$1,725.30 along with the Purchase of a Software Support Crash Kit in the Amount of \$2,700. as Part of the Implementation of this Agreement (MM)
- l. 12-15 Resolution Authorizing the Renewal and Amendment to the Agreement Between the Township of West Orange and Benecard for a Term of One Year Beginning November 1, 2014 through October 31, 2015 (MM)
- m. 13-15 Resolution Authorizing the Renewal and Amendment to the Agreement Between the Township of West Orange and Delta Dental of New Jersey for a Term of One Year Beginning January 1, 2015 through December 31, 2015 (MM)
- n. 14-15 Resolution Authorizing Raffle Licenses
- o. 15-15 Resolution Authorizing a Professional Services Contract with the Real Estate & Planning Firm of Phillips, Preiss, Grygiel, LLC, Hoboken, NJ to Provide Planning Director Services to the Township for At Least an Additional One (1) Year Term (MM)
- p. 16-15 Resolution Authorizing Change Order No. 1 and Final Between the Township of West Orange and Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ for the Project Improvement of Mountain Drive and Portions of Highwood Drive Which Represents a Decrease of \$11,735.30 to Final Project Cost (LL)
- q. 17-15 Resolution Authorizing Change Order No. 1 and Final Between the Township of West Orange and A&J Contractors, 105 Federal Rd., Monroe Township, NJ for the Project Yale Terrace and Harvard Terrace Roadway Improvements Which Represents a Decrease of \$395.54 to Final Project Cost (LL)
- r. 18-15 Resolution Authorizing Change Order No. 1 and Final Between the Township of West Orange and Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ for the 2014 Street Improvements Phase I, Whittlesey Avenue, Mayfair Drive Which Represents a Decrease of \$59,956.90 to Final Project Cost (LL)
- s. 19-15 Resolution Authorizing Change Order No. 2 and Final Between the Township of West Orange and A&J Contractors, 105 Federal Rd., Monroe Township, NJ for the Project 2014 Street Improvements Phase II, Various Streets Which Represents a Decrease of \$181.90 to Final Project Cost (LL)
- t. 20-15 Resolution Authorizing Change Order No. 1 and Final Between the Township of West Orange and A&J Contractors, 105 Federal Rd., Monroe Township, NJ for the Project Moore Terrace Roadway and Sanitary Sewer Improvements in the Amount of \$22,316.60 Which is an Increase of 3.98 Percent (LL)
These additional costs were due to the unanticipated field conditions that caused an increase in the amount of asphalt leveling used on this project.
- u. 21-15 Resolution Authorizing Resolution Authorizing Tax Overpayment Refunds to Listed Taxpayer (JG)
- v. 22-15 Resolution Cancelling 2014 Property Taxes for Property at Fairview Avenue Rear, Block 159.08, Lot 55 in the Amount of \$1,309.70 (JG)
- w. 23-15 Resolution Authorizing Execution of Consultant Agreement with Buzz1441, Inc., for a Term of One (1) Year Beginning on January 1, 2015 through December 31, 2015 for a Total of \$24,000. to be Paid in Monthly Installments of \$2,000. for Professional Social Media and Marketing Coordinator Services (KD)
- x. 24-15 Resolution Authorizing Execution of Service Agreement with emsCharts (KD)
This resolution would authorize the execution of a Service Agreement between the Township and emsCharts pursuant to which emsCharts will continue to provide the software utilized in connection with the Township's third-party billing contract with Revenue Guard relating to emergency ambulance transport services. Pursuant to the terms of the Township's agreement with Revenue Guard, the expense of the software provided by emsCharts is covered by RevenueGuard.
- y. 25-15 Resolution Authorizing Execution of Accounts Receivable Management Agreement with Revenue Guard (KD)
- z. 26-15 Resolution Opposing the Pilgrim Pipeline Project (RT)

- aa. 27-15 Resolution Authorizing an Agreement with Tree Tech, Inc., P.O. Box 158, 1248 Sussex Turnpike, Mt. Freedom, NJ 07970 in the Amount of \$30,070.00 for Tree Pruning Services for a One (1) Year Period Beginning on January 1, 2015 through December 31, 2015 (LL)
- ab. 28-15 Resolution to Authorize Purchase of Two (2) 2015 Chevrolet Tahoe's In the Amount of \$73,720. Through the NJ Cranford Police Co-Op #47CPCPS
- ac. Resolution to Authorize Purchase of (1) 2015 GMC Yukon in the Amount of \$51,123. Through Essex County Cooperative Purchasing (AD)
- ad. 29-15 Resolution Rescinding Resolution 204-14 Adopted by the Township Council on November 25, 2014 for the Purchase of Two (2) 2014 Chevrolet Tahoe's (AD)
- ae. 30-14 Resolution Authorizing a Discharge of Mortgage for Property at 12 Park Terrace, West Orange, NJ, Block 113.01, Lot 134 (JC)
- af. 31-15 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Essex County Board of Taxation (JG)
- ag. 32-15 Resolution for Escrow Refund for PB-08-08 Organon (JC)
- ah. 33-15 Resolution Authorizing the Temporary Budget – 2015 (JG)
- ai. 34-15 Resolution Authorizing Emergency Temporary Appropriation for the Purpose of Funding Eminent Tax Appeals Prior to Adoption of 2015 Budget-NJSA40A:4-20 (JG)
- aj. 35-15 Resolution Authorizing a Cash Management Plan for 2014 (JG)
- ak. 36-15 Resolution Authorizing the Execution of a Business Associate Agreement between the Township and ImageTrend, Inc. to Govern the Transmission of any Protected Health Information in Connection with the Township's Emergency Ambulance Transport Services (KD)
Pursuant to the terms of the Township's agreement with Revenue Guard, the expense of any software to be provided by ImageTrend would be covered by Revenue Guard.

10. Ordinances on Second and Final Reading

- a. 2434-14 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange- Handicapped Parking – 20 Valley Way and 7 Kirk Street
- b. 2435-14 An Ordinance Amending Chapter 2, Section 40 of the Revised General Ordinances of the Township of West Orange, Entitled "Municipal Court Established"

11. Ordinances on First Reading

- a. 2436-15 An Ordinance Amending Chapter 25, Sections 4, 51.6, 51.7, 51.8, 51.9, 51.10 and 51.15 of the Revised General Ordinances of the Township of West Orange (Revision of Various Zoning Ordinances) (MM)
- b. 2437-15 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-11, Parking Time Limited on Certain Streets During Certain Hours; Subsection 7-23.1, Turn Prohibitions and Subsection 7-26.1, Bus Stops of the Revised General Ordinances of the Township of West Orange-St. Cloud Avenue (LL)
- c. 2438-15 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employee Setting Forth Their Titles, Classifications and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel-Communications Manager (Admin)

12. ABC Hearing-None

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)**

Agenda is subject to change.

RESOLUTION

Planning Board

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **Planning Board**; and

WHEREAS, the Township Council is desirous of approving Councilperson Susan McCartney, for a one year term as Council Representative to the **Planning Board**.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Susan McCartney, be and hereby is appointed as a member of the **Planning Board** for a one year term commencing on January 1, 2015 and expiring on December 31, 2015

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

Local Assistance Board

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **Local Assistance Board** ; and

WHEREAS, the Township Council is desirous of approving Councilperson Patty Spango, for a one year term as Council Representative to the **Local Assistance Board** .

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patty Spango, be and hereby is appointed as a member of the *Local Assistance Board* for a one year term commencing on January 1, 2015 and expiring on December 31, 2015.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

Eagle Rock Senior Citizens Housing Association

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a Trustee of the **Eagle Rock Senior Citizens Housing Association (hereinafter referred to as “ERSCHA”)**; and

WHEREAS, the Township Council is desirous of approving Councilperson Victor Cirilo, for a one year term as Council Representative to the **Eagle Rock Senior Citizens Housing Association**.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Victor Cirilo, be and hereby is appointed as Trustee of **ERSCHA** for a one year term commencing on January 1, 2015 and expiring on December 31, 2015.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

West Orange Senior Citizens Housing Association

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a Trustee of the **West Orange Senior Citizens Housing Association**; and

WHEREAS, the Township Council is desirous of approving Councilperson Patty Spango, for a one year term as Council Representative to the **West Orange Senior Citizens Housing Association** .

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patty Spango, be and hereby is appointed as Trustee of the **West Orange Senior Citizens Housing Association** for a one year term commencing on January 1, 2015 and expiring on December 31, 2015.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

Downtown West Orange Alliance

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **Downtown West Orange Alliance** ; and

WHEREAS, the Township Council is desirous of approving Councilman Jerry Guarino, for a one year term as Council Representative to the **Downtown West Orange Alliance** .

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilman Jerry Guarino, be and hereby is appointed as a member of the **Downtown West Orange Alliance** for a one year term commencing on January 1, 2015 and expiring on December 31, 2015.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

West Orange Municipal Alliance

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **West Orange Municipal Alliance** ; and

WHEREAS, the Township Council is desirous of approving Councilperson Patty Spango, for a one year term as Council Representative to the **West Orange Municipal Alliance** .

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patty Spango, be and hereby is appointed as a member of the **West Orange Municipal Alliance** for a one year term commencing on January 1, 2015 and expiring on December 31, 2015.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

West Orange Arts Council

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **West Orange Arts Council**; and

WHEREAS, the Township Council is desirous of approving Councilperson Susan McCartney, for a one year term as Council Representative to the **West Orange Arts Council** .

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Susan McCartney, be and hereby is appointed as a member of the **West Orange Arts Council** for a one year term commencing on January 1, 2015 and expiring on December 31, 2015.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

Open Space and Recreation Committee

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **Open Space and Recreation Committee** ; and

WHEREAS, the Township Council is desirous of approving Councilperson Joe Krakoviak, for a one year term as Council Representative to the **Open Space and Recreation Committee** .

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Joe Krakoviak, be and hereby is appointed as a member of the **Open Space and Recreation Committee** for a one year term commencing on January 1, 2015 and expiring on December 31, 2015.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

Joint Meeting Commission

WHEREAS, the Township Council of the Township of West Orange is authorized to designate one of the Council Members as a member of the **Joint Meeting Commission** ; and

WHEREAS, the Township Council is desirous of approving Councilperson Patty Spango for a two year term as Council Representative to the **Joint Meeting Commission**.

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Patty Spango, be and hereby is appointed as a member of the **Joint Meeting Commission** for a two year term commencing on January 1, 2015 and expiring on December 31, 2016.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

Insurance Fund Commission

WHEREAS, the Township Council of the Township of West Orange is authorized to designate two of the Council Members as members of the **Insurance Fund Commission** ; and

WHEREAS, the Township Council is desirous of approving Councilperson Jerry Guarino and Councilperson Victor Cirilo, for a two year term as Council Representatives to the **Insurance Fund Commission** .

NOW, THEREFORE, BE IT RESOLVED , by the Township Council of the Township of West Orange that Councilperson Jerry Guarino and Councilperson Victor Cirilo, be and hereby are appointed as members of the **Insurance Fund Commission** for a term commencing on January 1, 2015 and expiring on December 31, 2016.

**Jerry Guarino , Council President
Clerk**

Karen J. Carnevale, Municipal

Adopted: January 6, 2015

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and the West Orange Police Department (the “WOPD”) maintains and operates a 911 telephone and communication system (the “System”) necessary for emergency services; and

WHEREAS, the Township and the WOPD needs to insure that the System is operational and operates in a proper manner to allow for emergency communications and service; and

WHEREAS, Johnston Communications (“Johnston”) is a company with an office in North Arlington, New Jersey with the ability to provide such maintenance, service, and repair on a needed basis and has agreed to provide the necessary maintenance, service, and repair services on a needed basis pursuant to the terms of an agreement, annexed hereto as Exhibit “A”(the “Agreement”);

WHEREAS, Johnston is a state contractor and thereby exempt from the requirements of the Local Public Contracts Law; and

WHEREAS, the Agreement provides for a two (2) year term at a monthly rate of \$1,725.30; and

WHEREAS, the Township will also purchase from Johnston a software support crash kit for \$2,700 as part of the implementation of the Agreement with Johnston; and

WHEREAS, a copy of the invoice for the purchase of the software support crash kit is annexed hereto as Exhibit “B;” and

WHEREAS, a copy the proposed Agreement for maintenance and service with Johnston has been executed by Johnstone and is annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council shall and hereby does authorize the Mayor to execute the Agreement in the form annexed hereto, and the Township Clerk shall

be and hereby is authorized to attest to the Mayor's signature; and be it further

RESOLVED that the Township Council shall and hereby does authorize the Mayor to purchase from Johnston the software support crash kit; and be it further

RESOLVED that this Resolution shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Township Clerk

Jerry Guarino
Council President

Adopted: January 6, 2015

Exhibit “A”

TERMS AND CONDITIONS

JOHNSTON COMMUNICATIONS ("Johnston"), a division of Johnston G.P., Inc. and the TOWNSHIP OF WEST ORANGE (the "Customer") (collectively the "Parties") hereby agree to the following terms and conditions of this Maintenance and Services Agreement (the "Agreement"):

1. MAINTENANCE OBLIGATIONS. Johnston hereby agrees to service and maintain the described system hardware and software in accordance with the following provisions:

- Within twenty-four (24) hours of the Customer's request, Johnston will provide regular repair of malfunctions which originate within the hardware or software.
- Within three (3) hours of the Customer's request, Emergency service involving a hardware or software outage of all or a substantial part of the installed system, except that all service will be rendered between 8 AM and 5 PM Monday through Friday unless otherwise expressly requested.
- Work provided between 5 PM and 8 AM Monday through Friday or weekends and holidays at the customer's request will be billed at the then applicable overtime hourly rate with a minimum of (4) four hours.
- Software patches and updates within the installed generic software release that are deemed necessary to keep the maintained system in good working condition that require the system to be made unavailable for use installed during 8 AM and 5 PM will be non-billable, but labor performed at the customer's request between 5 PM and 8 AM will be billable at the then applicable overtime hourly rate with a minimum of (4) four hours.
- During service visits, Johnston will replace necessary parts on an exchange basis without charge, however, if parts are no longer manufactured and alternate standard replacement parts are not available, requiring alternate repair parts to be specially made, Customer agrees to pay the difference between the cost of the standard replacement part, when last available from the manufacturer, and the actual cost of the specially made part to Johnston.
- Upon manufacturer retirement of a product or application where Johnston is no longer able to obtain hardware or software support, the customer will be notified of the retirement and will be given the option to either remove the product from the maintenance contract or replace the product or application with the new market current product or application at market current prices without affecting the terms and price of the maintenance contract provided the replacement is like for like. If the customer does not request the necessary upgrades made available due to manufacturer retirement of products, Johnston Communications reserves the right to cancel and terminate this contract upon written notice.

- This Contract does not cover the replacement of parts lost, stolen, damaged by accident, negligence, or causes other than ordinary use, nor does it cover repair or damage caused by the failure of battery back-up or UPS systems.
- UPS system coverage (if applicable) only includes manufacturer warranty. Replacement battery packs required due to battery pack failure during the maintenance contract coverage period will be purchased separately.
- Maintenance does not include labor and material cost of additions to, rearrangements, relocations, upgrades, or removal of equipment.
- If persons other than Johnston representatives perform maintenance or repair of the equipment, and Johnston is required to restore the equipment to good operating condition by reason thereof, all labor and material associated with these repairs will be billable, and Johnston reserves the right to cancel the maintenance contract without refund.
- If the Customer requests service outside the scope of this Contract, such repair or services will be furnished at Johnston's applicable rates for time and materials then in effect.
- In the performance of all of these various services, Johnston shall have, and the Customer hereby grants, full and unrestricted access to the premises on which the equipment is located.

2. PAYMENT. The fees for maintenance and service under the Agreement shall total \$41,407.24 to be paid on a monthly basis at \$1,725.30 per month (the "Monthly Rate"). On the first day of each month, Johnston shall issue an invoice to Customer for the Monthly Rate of \$1,725.30. Payment shall be due on the twentieth (20th) day of each month. For services requested between 5 PM and 8 AM Monday through Friday or weekends and holidays, the above terms and conditions apply and additional labor charges will be added to the next issued invoice for payment by Customer.

If equipment is added to the described system subsequent to commencement date of services, a new monthly charge will be computed to take into account the increased cost of servicing and maintaining the equipment added. However, such additional maintenance charge for added equipment will not take effect until the expiration of the warranty period applicable to that equipment.

3. TERM. This Agreement shall become effective upon execution by the Mayor of the Township of West Orange, following approval by resolution of the Township Council for the Township of West Orange Township (the "Effective Date"). All Service shall be provided for a term of two (2) years commencing on January 1, 2015 through December 31, 2016 (the "Term").

4. EARLY TERMINATION. Customer may terminate this agreement upon thirty (30) days notice to Johnston that Johnston's performance has not been satisfactory to the Customer. In the event the Customer fails to make timely payments as required under this Agreement, or in the event that the Customer terminates this Agreement prior to the expiration of the contract period, then the Customer agrees to pay Johnston all amounts due and owing up to the termination of the

Agreement and payment for the additional thirty (30) days during which time Johnston will continue providing service under the terms of this Agreement for the thirty (30) day period.

5. INCORPORATION OF STATE CONTRACT. All other terms and conditions of this Agreement shall incorporate the terms and condition of the Request for Proposal promulgated by the New Jersey Department of the Treasury, Division of Purchase and Property annexed hereto as Attachment "A." Johnston shall be bound to Customer under the terms and conditions provided therein.

6. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier, to:

For Customer:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Anne Desantis, Purchasing Agent

With a copy to

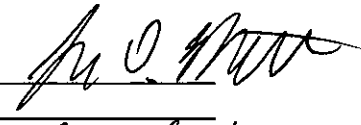
Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera and Sodono, P.C.
347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052

For Johnston:

Johnston Communications
c/o Airbus DS Communications
322 Belleville Turnpike
North Arlington, NJ 07031
Attention: Michael Quiroga.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the Effective Date described above.

JOHNSTON COMMUNICATIONS

By: Joe Martino  Dated: 12/11/14, 2014
Name: Joe Martino
Title: Senior Vice-President

TOWNSHIP OF WEST ORANGE

By: _____
Mayor Robert D. Parisi
Township of West Orange

Dated: _____, 2014

Attest: _____
Karen J. Carnevale, R.M.C.

Attachment “A”



Request for Proposal 13-X-22183

For: Radio Communication Equipment and Accessories (T-0109)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	Jan. 10, 2012	5:00 PM
Optional Pre-Proposal Conference (Refer to RFP Section 1.3.5 for more information.)	N/A	N/A
Optional Site Visit (Refer to RFP Section 1.3.4 for more information.)	N/A	N/A
Proposal Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	Feb. 10, 2012	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside	Status	Category
	☒ Not Applicable	
	☐ Entire Contract	☐ I
	☐ Partial Contract	☐ II
	☐ Subcontracting Only	☐ III

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: Dec. 15, 2011

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey. The purpose of this RFP is to solicit bid proposals from qualified contractors for the purchase and installation of new radio communication systems, as well as additions to, upgrades of, and maintenance and support of existing radio communication equipment & systems.

Existing NJ State radio communication equipment and systems include, but are not necessarily limited to embedded equipment, components, accessories, and software from three (3) key manufacturers; Motorola Inc. (Motorola Solutions Inc.), Harris Corporation (formerly MACom/Tyco) and Kenwood U.S.A. Corp., To date the State and its cooperative partners have invested approximately \$112mil in various equipment from these three key manufacturers. The approximate value of these contracts is as follows: Motorola, \$110mil; Harris (MACom/Tyco) \$1mil; and Kenwood, nearly three-quarters (3/4) of a million dollars.

The intent of the State for the foreseeable term of a contract resulting from this RFP is to: Maintain and support existing embedded equipment with original manufacturer's, or manufacturer's approved equivalent new and replacement equipment.

The State's intent to support existing embedded equipment includes additions to, upgrades of, and continued ongoing maintenance and support services for its key manufacturing brands; and encourages development and use of new interoperable technology compatible with the State's embedded equipment and systems.

Also included in this RFP are short range point to point communications links, enhanced in building coverage for radio, pager and cellular communication and 9-1-1 Telecommunications Equipment.

The labor portion of this RFP is restricted to the installation of, or additions to and maintenance of existing communication equipment, systems and equipment housing facilities by the original supplier or authorized designee. Proposals for new systems shall have the installation costs factored into the total cost of the system.

Contractors awarded contracts for equipment must be able to provide for installation and maintenance of the equipment. No contract awards will be made for labor and/or wiring only.

In addition to the above, Batteries and Chargers; Test Equipment; Carrying Cases and Headsets; Base Station Furniture and Consoles are included in this RFP.

The expected services are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award contracts to those responsible contractors whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. Up to two (2) awards - per manufacturer's brand ("brand"), and per category will be made by the State under this RFP and the State will make one (1) Primary contract award and one (1) Secondary contract award for each brand and category of equipment. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions, Rev: 10/21/2011 ST&C will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities,

school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The State of New Jersey Office of Information Technology (OIT) is an agency within New Jersey State government. It is responsible for administering the State's telecommunications services to assure efficiency and economy. OIT is headquartered at 300 Riverview Plaza, Trenton, New Jersey.

The State of New Jersey and its various agencies and departments use radio communications as an integral part of their governmental activities. These radio systems include base stations, microwave relay stations, signal enhancement bi-directional amplifiers, wireless point to point links, mobile, marine and aviation components, antennas, transmission towers and other accessories. Radio systems provide for and aid public safety and the daily management and operation of State agencies, departments and local jurisdictions that purchase under State contract.

The State is interested in ongoing use of the three (3) primary manufacturer's equipment and systems distributed across the State and dependent upon each individual agency or departmental technical requirements and feature preference. For security reasons, the State will not provide additional detail on the exact distribution, or agency and departmental preference for, and/or use of, embedded equipment and systems. Radio Equipment and systems may be purchased by the State under a contract resulting from this RFP using various approved grants and funding streams from multiple sources with varied purpose. Where relevant, bidders and contractors alike should have at least a commercially reasonable level of understanding of the applicable grant processes and administrative requirements of approved grant funding administered through federal departments and agencies such as FEMA, DHS, and other comparable governmental entities.

The Office of Emergency Telecommunications Services (OETS) is also responsible for administering the State's enhanced 9-1-1 network and implementing the New Jersey Public Safety Interoperable Communications System (NJICS) to assure efficiency and economy. OETS is a unit within the Office of Information Technology. Presently, an approximate combination of three hundred and thirty (330) Public Safety Answering Positions (PSAPs) and Public Safety Dispatch Points (PSDP's) are geographically located in New Jersey. Last year approximately 8,500,000 9-1-1 calls were transferred, or dispatched to the appropriate public service agency.

Additional background information can be found at the following web address:

<http://www.state.nj.us/911/>

This is a consolidation and procurement of the following term contracts, presently due to expire on or about January 31, 2012.

- Radio Communications Equipment and Accessories (T0109)
- Wireless Devices and Services (T2165)
- 9-1-1 Equipment (T1044)

Bidders interested in the current contract specifications and pricing information may review the current contracts at <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

1.3.2 SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

PROPOSAL RECEIVING ROOM – 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Division are available on the web at:
<http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address also may be used to submit requests to review proposal documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://eBid.nj.gov/QA.aspx>.

1.3.3 ELECTRONIC BIDDING (EBID)

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is made available to vendors to promote an easier, more efficient method to submit proposals.

On-line Electronic Bid Training Sessions:

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

1.3.4 OPTIONAL SITE VISIT

Not Applicable to this Procurement

1.3.5 OPTIONAL PRE-PROPOSAL CONFERENCE

Not Applicable to this Procurement

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of the RFP and any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through proposal opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a proposal in response to this RFP.

1.4.4 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to bid opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 PROPOSAL OPENING

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 BID/PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its proposal as described below.

A bidder may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Supervisor of the Bid Review Unit. If the request is granted, the bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After bid opening, while pursuant to the provisions of this section, the bidder may request to withdraw its

proposal. Permission to withdraw a bid is granted and approved at the discretion of the Director. The Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and be sent to the following address:

Department of the Treasury
Purchase Bureau
PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Bid Review Unit

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the bidder to ascertain the true intent of the proposal.

1.4.8 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for its bidders. For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal opening. Written evidence for a specific

procurement that is not provided to the Director within five (5) working days of the public proposal opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a State contractor, where by the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT-SPECIFIC DEFINITIONS

Authorized Dealers – The manufacturer authorizes a dealer to use its contract number. Purchase Orders and Payments can be made directly to the authorized dealers.

Automatic Location Identification (ALI) – The database interface and retrieval capability providing the E911 system with current, specific employee or tenant location information to expedite emergency response times to the site of the emergency, not just to the building or office location.

Automatic Number Identification (ANI) - The automatic display of the calling party's telephone number.

Commission - The New Jersey State Public Safety Communications Commission established pursuant to N.J.A.C. 52:17C-2 which shall assist the Office of Emergency Telecommunication

Services in planning, design, and implementation of the statewide enhanced 9-1-1 telephone system and the New Jersey Interoperable Communications System.

Computer Aided Dispatch (CAD) - A computer system designed to assist PSAP operators and dispatchers to increase the efficiency and accuracy of dispatching public safety services

DHS – (U.S.) Department of Homeland Security

FEMA – Federal Emergency Management Agency

Market Basket - is an identified list of batteries for portable radios which will be made available after bid opening to be used for evaluation purpose.

OEM – Original Equipment Manufacturer

OIT – Office of Information Technology

Public Safety Answering Point (PSAP) - The first point of reception of a 9-1-1 call.

Public Safety Dispatch Point (PSDP) - The location that provides dispatch services for one or more public safety agencies.

Remanufactured - Equipment, parts and/or systems that have been repaired and upgraded to the latest higher revision level. The remanufacturing process makes the equipment (used or new) into a finished product that is the latest release and ready for resale. Remanufactured is a term for the highest level of refurbished equipment.

Severity Level 1– An equipment/service failure or malfunction that significantly impairs the using agency's ability to communicate. A severity level 1 exists when a using agency is to a large extent out of service.

Severity Level 2– An equipment/service failure or malfunction that prohibits a using agency from providing acceptable service. All or partial service is limited to a reduced capacity. This reduced capacity is said to exist when 25% or more of the facility is out of service.

Severity Level 3– Equipment failure or malfunction that is not currently impairing a using agency's ability to perform critical services. However, if additional failures or malfunctions occur prior to repair, the using agency will be operating at a reduced capacity.

Severity Level 4 – Equipment failure not critical to the using agency and services can effectively continue until repairs are completed.

Station Apparatus – Ancillary electronic and small hardware equipment installed on the customer premises.

Subcontractors – A manufacturer or authorized dealer can utilize a sub-contractor to perform work under the contract. A sub-contractor cannot directly receive purchase orders or payments under a State contract.

Systems - An organized assembly of equipment, personnel, procedures and other facilities designed to perform a specific function or set of functions as a particular End User's site or sites.

Trunked - A system in which a number of radio channels are pooled together, and depending on demand, the frequencies are distributed according to traffic levels.

Non – Trunked - A system which uses only one channel for communications.

Update – Is a maintenance fix to enhance functionality and overcome glitches in current version of software. It is not a major release or version change.

Upgrade - It is a new release of software that may impact functionality and cost.

End Definitions Section

3.0 SCOPE OF WORK

3.1 GENERAL

The type of equipment specified in this proposal is that equipment specifically required for use in the FCC designated private land mobile, general mobile and emergency services in all its classes of stations. While this description primarily covers VHF and UHF radio equipment, it is not intended to exclude other modes of operation or frequencies normally used by public service agencies such as Amateur Radio, Aviation Services, Microwave, Analog and Digital Trunking, Networking, Marine Services, Interconnect Systems, Interoperability Systems, Emergency Services etc. Additionally, this proposal also covers the telecommunications ancillary equipment answering services used in a PSAP and PSDP necessary for providing enhanced 9-1-1 services. Accordingly, interested bidders, i.e. prospective contractors, should respond to equipment categories which they are authorized to supply/sell, to and within the limits of their supply capability.

3.2 EQUIPMENT CATEGORIES

1. Installation, warranty, maintenance and repair for the following categories: Radio Base Station Control Equipment & Accessories:
 - a. Including Analog and Digital, Trunked and Non-Trunked Radios; base station equipment and repeaters.
 - b. Also includes: local control - DC/Tone, Local/Remote - DC/Tone, Remote DC/Tone modems, interconnect equipment and voice activated intercoms with radio interface.
2. Portable Radio Equipment & Accessories:
 - a. To include Analog and Digital, Trunked and Non-Trunked Radios; Portable Radio Equipment and Personal Portables, all with Accessories and Options.
 - b. Also includes: Remote and Receiving Pagers, including Lo-Band VHF, Hi-Band VHF, UHF, 800 and 900 MHZ, to be used in emergency services such as fire and first aid.
 - c. This category does not include general-purpose pagers and messaging devices currently included within the State's Wireless Devices and Services contract.
3. Mobile Radio Equipment & Accessories:
 - a. To include Analog and Digital, Trunked and Non-Trunked Vehicular Radios all with Accessories and Options.
4. Aircraft AM & FM band radios -- Includes all communications equipment designed for the aviation radio service that conforms to FCC regulations Title 47, Part 87, Aviation Services. Also included in this category are any devices that aid in navigation, collision avoidance, weather conditions etc.
5. Marine AM & FM band radios -- Includes all communications equipment designed for the marine radio service conforming to, and in compliance with FCC regulations, Title 47, Part 80, Stations in the Maritime Services. Also included in this category are any devices that aid in navigation, weather conditions, emergency location, etc., such as defined by the FCC Wireless Telecommunications Bureau as services.
6. Amateur -- Includes all communications equipment designed for the Amateur Radio service that will operate on all allocated Amateur frequencies and modes. All transmitting devices must be type accepted under FCC Regulations Title 47, Part

97, Amateur Radio Service. This category may also include frequency scanning receivers, packet radio equipment, GPS, digital modes, and other equipment covered under FCC Regulations, Title 47, Part 95, Personal Radio Services.

7. Gateway devices -- Used to provide interoperability for dissimilar communications systems in emergency situations.
8. Antennas - Mobile, Portable, Base Station.
9. Microwave Equipment, Radios and Antennas -- Included all communications equipment designed for Fixed Microwave Service that conforms to FCC regulations Title 47, Part 101, Fixed Microwave Service.
10. Antenna systems and bi-directional amplifier equipment used to provide enhanced in building coverage for cellular telephone and paging equipment.
11. Short range point to point communications equipment.
12. Test equipment, analog and digital, for all installed radio and communications equipment.
13. Spare Parts.
14. Batteries and chargers.
15. Consoles – to include equipment racks and operator furniture,
16. Uninterruptible Power Supplies (UPS)
17. 9-1-1 Telecommunications Equipment.
 - a. Call Answering Equipment
 - b. Instant Playback Recorder
 - c. Logging Recorder
 - d. Computer Aided Dispatch System
 - e. Computer Aided Dispatch Software
 - f. Training Simulators and Software
 - g. Wireless 9-1-1 Location Accuracy Testing Services
 - h. Wireless 9-1-1 Location Validation Equipment and Services

3.3 REQUIREMENTS

3.3.1 FULFILLMENT OF ORDERS

1. Contractors shall only accept orders for and provide quotes only for the specific brand and category of equipment and services that were awarded to them.
2. Contractors awarded equipment in Amateur Radio Equipment, Aircraft, and Marine Categories are authorized to provide all equipment supporting that service, i.e. antennas, base station control equipment, packet data transmission devices, GPS, navigation, emergency location transmitters, etc.

3.3.2 DELIVERY

1. All deliveries shall be FOB destination.
2. Contractor shall be responsible for the delivery of material in first-class condition at the point of delivery and in accordance with best commercial practice.

3. Based on the wide range of products covered by this RFP, the Contractor must confirm a delivery schedule and should ship all stocked items within 48-hours.
 - a. Non-stocked items must be identified by the Contractor within its quote to the Ordering/Using Agency.
 - b. The Contractor may estimate the delivery commitment for non-stocked items.
 - c. A delivery schedule shall be negotiated between the Contractor and the Ordering/Using Agency as part of the ordering process.
 - i. Delivery schedules must be confirmed by the Contractor, and agreed to in writing by the Ordering/Using Agency, within a commercially reasonable period of time based upon commercial availability of the item(s) ordered.
 - d. Contractor shall notify the Ordering/Using Agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements for the receipt of equipment can be made.
4. The Contractor shall, immediately and at first knowledge following receipt of an order, advise the ordering agency in the event deliveries cannot be effected within the negotiated time. The ordering agency then reserves the right to cancel an order subject to delayed delivery, and purchase from an alternate Contractor. There will be no back ordering, except upon specific approval of ordering agency.
5. Brands proposed and delivered must be in strict accordance with those offered in the Contractor's bid and awarded to the Contractor under this RFP.
6. Contractor must be able to provide service and deliver products to all areas of the State. Services shall include: product information, sales, installation, technical support, Using Agency/end-user training, maintenance and warranty support. No consideration will be given to contractors restricted to a geographical area within the State.

3.3.3 PACKING AND SHIPPING

1. Packaging for shipment shall be within commercially reasonable standards and as such, must adequately protect the product to insure safe shipment and delivery.
2. Shipping cases must be marked to show the name of the suppliers, name and address of receiving agency and State purchase order number. Should any of this information be missing, shipment may not be accepted.

3.3.4 PROGRAMMABLE EQUIPMENT

All equipment must be completely operational upon delivery. If the manufacturer does not specifically identify programming costs on the OEM price list, the contractor must submit "Programming Costs" on Schedule M.

3.3.5 BASE STATION AND ANTENNA INSTALLATION

Base Station installation costs are to be based on the mounting of antennas, with appropriate hardware and cabling on existing building structures, including antenna towers, at various levels above ground level. Costs are to include, if needed, the drilling of a single access thru-hole through an outside wall. This hole, when installation is complete, is to be restored to a weatherproof condition and the external and internal wall appearance also restored cosmetically within reason. Installation costs shall be listed on Schedule G of this RFP.

When a using agency selects an antenna, the successful contractor for the base station equipment will guarantee that the electrical and mechanical criteria of the installation meet TIA (Telecommunication Industry Association) requirements, and all local codes, and that all necessary permits are acquired. All heavy-duty mounting brackets support pipes, coaxial cable, weatherproofing, grounding and connectors are to be supplied as specified and/or recommended by the antenna manufacturer for heavy-duty service for these antennas. The antennas are to be suitably protected against lightning damage in accordance with established underwriters, and other industry standard procedures. This is to insure that all mechanical and electrical connections are to be compatible with one another so as to eliminate or reduce to the absolute minimum the possibility of galvanic corrosion between all metallic conductors and connectors.

3.3.6 ANTENNA PATTERN ADJUSTMENT

In some cases, the agency-selected antenna may be of the type that may require adjustment from an omni directional pattern to a directional pattern, as the Using Agency needs dictate. It is, therefore, required of the Base Station installer to indicate an additional charge for this service, if applicable, on Schedule G of this RFP.

3.3.7 COMPONENTS

It is the intent of the State to secure bids on standard items of equipment which can be properly maintained and serviced without the necessity of carrying expensive parts stock or being subject to the inconvenience of long periods of interrupted service due to lack of available parts.

All replacement parts are to be marked and readily identified with the original manufacturer's ("OEM") identification number and shipped by the Contractor to the Using Agency within a commercially reasonable period of time.

All electronic components are to be obtainable as standard industry type units. If any component is re-identified with another designation exclusive to the communications equipment manufacturer, a complete cross-reference is to be supplied indicating the original manufacturer's part number and all performance parameters of the component in question.

State Agencies require, in many instances, the ability to avail themselves of a statewide cadre of strategically located authorized repair stations that are aligned with the manufactured product they wish to purchase. The inability, in the State's judgment, for a contract vendor to provide this authorized repair service in a commercially reasonable and timely manner may result in the contractor not being awarded a purchase order even though his product is of a lower cost. The contractor must identify the number and location of its authorized repair centers for each equipment category proposed. In addition, the State or Using Agency reserves the right, and may require one or more Service Level Agreement(s) ("SLA") for authorized repairs by the Contractor.

3.3.8 SAMPLE EQUIPMENT FOR TEST

The contractor may be required to submit samples of the type of equipment they propose to furnish. If so notified by the State, the contractor shall deliver such samples to the Using Agency within seven days after the giving of such notice. When requested by the State and provided by the Contractor, sample equipment which requires installation or integration by an authorized or specialized technician shall be installed and demonstrated to the Using Agency by the Contractor or the Contractor's authorized representative. The Contractor must assume all responsibility for the safeguard of sample equipment and provide all necessary operational training to the Using Agency. Such samples will then be removed by the Contractor following any Contractor-authorized functional demonstration or testing as requested by the State. The State makes no representation that sample equipment condition upon its return to the Contractor will be the same as when submitted, and the State assumes no responsibility for damage, thereto, whether through testing or otherwise.

3.3.9 MANUALS

Contractor must supply no less than one complete manual set which shall include: a shop repair manual, parts manual, service manual and operator's manual in hard copy and in electronic format at time of delivery for all items which require them for proper operation, service, repair, or parts order by the Using Agency or for the purpose of manufacturer warranty. In addition, on-site operational training and end-user instructions are to be provided if so requested by the Using Agency.

Contractors must also supply one operator/user manual for each unit ordered at time of delivery. These manuals are to be provided by the Contractor and included with the purchase of each unit by the Using Agency.

Bulletins, revisions, factory service notes and corrections are to be supplied by the Contractor to the Using Agency for incorporation into their manual as the manufacturer issues them.

The State may wish to purchase additional copies of manuals. The Contractor shall list the manuals and the cost to the State on Schedule N of this RFP.

3.3.10 PROCEDURAL REQUIREMENTS

1. The contractor shall not order or place in service any type of equipment or service that would result in charges to the Using Agency without a properly executed and approved purchase order form from the Using Agency.
2. If the State chooses after delivery of equipment, but prior to installation, to return the equipment; it may do so if the returned equipment is in its original packing. The Using Agency will pay all return shipping costs; however, the State will not pay any re-stocking fees. The State will have (60) days after receipt to return the equipment.
3. The contractor must be an OEM or a direct authorized dealer/distributor of the manufacturer of the products which it proposes to furnish. The State reserves the right to request the contractor's status at any time. Failure to provide the required certification may result in bid rejection or contract cancellation. Certifications may be requested for major components only, not miscellaneous hardware.
4. The State reserves the right to bid individual requirements separate from any contracts resulting from this RFP when deemed in the States best interest.

3.4 WARRANTY AND RESPONSE TIME

3.4.1 WARRANTY

All equipment and software must operate in accordance with the manufacturer's standard specifications and documentation with a warranty for a minimum period of one year to begin after acceptance. Acceptance is when the equipment is installed either by the Using Agency or the contractor, and the equipment is determined to be in good working order and made operational in accordance with standard specifications and signed off by the Using Agency. To the full extent of the manufacturer's warranty, all repairs and replacement(s) under the warranty is to be at no additional cost to the State or Using Agency for parts, service, labor, and shipping to the State of New Jersey.

Warranty for software includes any updates, upgrades or new releases made available during the warranty period.

If warranty repairs cannot be corrected on site, and the component requiring the repair is crucial to the system, the contractor must supply within the most expeditious, commercially reasonable time period possible and at no additional cost to the State or Using Agency, a replacement or loaner which is functionally equivalent in order to maintain the system while warranty repairs are being completed.

Contractors providing a warranty of less than one year will not be considered for award. Contractors may offer warranties of more than one year; however even though extended warranties will be accepted by the State, extended warranties will not be an evaluation criteria for award.

Pricing for extended warranties, which will take effect after the expiration of the one-year warranty, shall be listed on Schedule O.

3.4.1.1 WARRANTY REPLACEMENT PARTS

Only new OEM or equivalent parts and materials are permissible where replacement of parts and materials are required in accordance with the manufacturer's guidelines. To effect the necessary repairs where such replacement parts are unavailable, the contractor may propose substitute brands provided such brands are awarded to the contractor, and are equivalent or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and the Contractor shall at its own expense, furnish all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final. Replacement parts shall be available for a minimum of five (5) years from either the date of delivery to the Using Agency or the date of installation in the Using Agency's designated facility, whichever is the later of these dates. All replacement parts provided by the Contractor must be readily identified with the original manufacturer's identification number.

The State may allow remanufactured parts provided the remanufactured parts have a "like new warranty," and for some reason a "new" part is no longer available.

3.4.1.2 PROBLEM REPORTING

The Contractor must provide a toll-free single point of access to a problem reporting and remote diagnostics maintenance center that is staffed 24 hours per day, 365 days per year.

The Contractor must respond to problem reports within thirty (30) minutes of notification. The Contractor's personnel shall have the capability for remote diagnostic testing of supplied equipment. If during this remote testing the problem is cleared from the Contractor supplied equipment on an end-to-end basis, the end user/Using Agency shall be informed so that it may contact other vendors or suppliers as necessary.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the vendor's problem reporting center.

Authorized dealers of the manufacturer who receive a purchase order directly from the Using Agency must comply with the above paragraphs.

Problem reporting and technical support during the warranty period shall be within the most expeditious and commercially reasonable time period possible and at no additional cost to the State or Using Agency.

3.4.1.3 RESPONSE TIME

The Contractor shall comply with the following response time requirements:

Mean Time to Respond:

Response to a reported problem on problems is thirty (30) minutes unless the Using Agency assigns a high severity, i.e. 1 or 2 in such case response time must be within fifteen (15) minutes. A response is considered to be the actual physical process of resolving the problem not just forwarding the report. Following the State/Using Agency's initial notification, and the corresponding time acknowledged by each party, the Contractor must provide an hourly Response Status update by telephone to the State/Using Agency contact person or its authorized designee.

Mean Time to Repair:

Total outage time on any reported problem shall be no longer than twenty-four (24) hours. Total duration time may be less than twenty-four (24) hours if the reported trouble is deemed a higher severity level by the Using Agency. Service must be restored within the time assigned. The following is the required duration by severity level.

- Severity Level 1 - Outage cleared within 2 hours.
- Severity Level 2 - Outage cleared within 4 hours.
- Severity Level 3 - Outage cleared within 8 hours.
- Severity Level 4 - Outage cleared within 24 hours.

See definitions of severity levels in definitions [Section 2.2](#).

Contractors may offer optional coverage in addition to the mandatory requirements, as long as they meet the mandatory requirements of the RFP.

Using Agencies may file a complaint when vendors violate the contract terms for the products and services they have installed and manage. Circumstances beyond the control of the Contractor and its products and services will always be considered. The ultimate penalty for a Contractor deemed to be non-responsive would be termination of its State contract.

3.5 MAINTENANCE FOLLOWING WARRANTY PERIOD AND RESPONSE TIMES

3.5.1 MAINTENANCE FOLLOWING WARRANTY PERIOD

The Contractor may provide for either an all inclusive maintenance price for one year and/or maintenance based on time and material for maintenance support for equipment and software after the one-year warranty has expired. Attachment 5 includes Schedules H & I which are to be completed by the vendor.

Maintenance for software includes any updates thereto during the maintenance term.

Schedule H is for an annual all inclusive maintenance contract. The Contractor is to list all the equipment to be included under the maintenance agreement and the price for maintenance. Information provided in response to Schedule H must include: labor, installation, preventative maintenance, installation of software updates (on the applicable equipment) and other materials required to repair or replace the equipment which has become inoperable through normal wear and usage.

Schedule I is for maintenance based on time and material/hourly prices. Contractors completing Schedule I must also include a list of material with the hourly rates.

Information provided by the Contractor in response to the exhibits must include maintenance service through a factory approved (i.e. factory supervised, trained, industry licensed personnel, and adequately equipped) local service shop. Such service shall include:

- a) A toll-free single point of access to a problem reporting and remote maintenance center that is staffed twenty-four (24) hours a day, seven (7) days a week for all maintenance plans. This location shall have the ability to perform remote diagnostics for problem solving.
- b) Optional onsite maintenance plans that will cover a twenty-four (24) hour a day, seven (7) day a week requirement.
- c) Routine preventative maintenance.
- d) Periodic checks on equipment performance as required by FCC rules and regulations.
- e) Prompt repair in case of equipment breakdown.
- f) A factory field service force capable of performing all needed inspections, trained personnel to service equipment, and providing other services as might arise in relation to equipment servicing.
- g) Installation of software updates when available.

Schedule J is a copy of the Software Product Schedule. All Contractors must adhere to this agreement. Contractors are not permitted to submit their own maintenance agreement to the Using Agencies. Submission of alternate terms and conditions by a Contractor may result in rejection of that Contractor's bid proposal.

3.5.1.1 POST WARRANTY REPLACEMENT PARTS

Only new parts and materials are permissible where replacement of parts and materials are required in accordance with the manufacturer's guidelines. To affect the necessary repairs where such replacement parts are unavailable, the Contractor may propose substitute brands provided such brands are equal or better than the ones contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and the Contractor shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final. Replacement parts shall be available for a minimum of five (5) years from either the date of delivery to the Using Agency or the date of installation in the Using Agency's designated facility, whichever is the later of these dates. All replacement parts provided by the Contractor must be readily identified with the original manufacturer's identification number.

The State may allow remanufactured parts provided the remanufactured parts have a "like new warranty," and in the event a "new" part is no longer commercially available.

3.5.1.2 PROBLEM REPORT

The Contractor must provide a toll-free single point of access to a problem reporting and remote diagnostics maintenance center that is staffed 24 hours per day, 365 days per year.

The Contractor must respond to problem reports within thirty (30) minutes of notification. The Contractor's personnel shall have the capability for remote diagnostic testing of supplied equipment. If, during remote testing the problem is cleared from the Contractor supplied equipment on an end-to-end basis, the end user/Using Agency shall be informed so that it may contact other vendors or suppliers as necessary.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the Contractor's problem reporting center.

Authorized dealers of the manufacturer who receive a purchase order directly from the Using Agency must comply with the above paragraphs.

After the initial warranty period, rates for technical support shall be included in Schedule I.

3.5.1.3 RESPONSE TIME

The Contractor shall comply with the response time requirements set forth in [Section 3.4.1.3](#) of this RFP.

3.6 CURRENT PRODUCTION ITEMS

The Contractor shall provide only new current production items, no used or discontinued items are acceptable.

The Contractor is cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable, and if furnished, will be rejected. Repetitive deliveries of substandard items will result in the Using Agency's being authorized by the Director of Purchase and Property to obtain needed items on the open market and to charge the difference in price to the Contractor.

If the State requires an item no longer in production, the State will allow remanufactured items provided that the item has a "Like New Warranty".

3.7 ITEMS ORDERED AND DELIVERED

Using Agencies are authorized to order and vendors authorized to ship only those items covered by this contract. If a review of orders placed by any Using Agency reveals that material other than that covered by the contract has been ordered and delivered, the Director of the Division of Purchase and Property will take such steps as necessary to have the material returned by the Using Agency regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit will be demanded. Violation of this clause may result in termination of a Contractor's contract, banning the offending Contractor from participating in NJ State purchase and bid opportunities, and removal of the offending Contractor's name from the bid mailing list for a period of up to three (3) years.

3.8 STANDARDS AND CODES

This section is in addition to the Standard Terms and Conditions, Paragraph 3.13, Performance Guarantee of Contractor.

All equipment and installation shall conform to all current applicable Federal, State and Local laws and regulations and Public Employees Occupational Safety and Health Act (PEOSHA) codes, be FCC registered and meet the electrical code standards established by national Electrical Code (NEC), Underwriters Laboratories (UL), Canadian Standards Association (CSA) and American Disability Act (ADA).

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

All Radio and Telecommunication Communication Equipment must:

- A. be FCC Registered
- B. Conform to 9-1-1 Emergency Telecommunications System, [N.J.A.C. 17:24-2.1 et seq.](#)
- C. Conform to the Following Standards (most up to date version)
 - FCC – FCC Title 47: Part 15: part 68.
 - ANSI/TIA/EIA 568-B.1 - Commercial Building Telecom Cabling

- ANSI/TIA/EIA 568-B.1 - Propagation Delay and Delay Skew Specifications for 100 ohm 4-Pair Cable
- ANSI/TIA/EIA 568-B.1-5 - Transmission Performance Specifications for 4-Pair 100 ohm Category 5E Cabling.
- ANSI/TIA/EIA 569 Telecom. Pathways and Spaces
- ANSI/TIA/EIA 606 - The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- ANSI/TIA/EIA TSB 67 - Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems.
- ANSI/TIA/EIA TSB 75 - Additional Horizontal Cabling Practices and Standards for Open Offices
- Building Industry Consultant Services International (BICSI) – Telecommunications Distribution Manual.
- NEMA –National Electrical Code
- NENA – National Emergency Number Association - Technical Standards
- IEEE - 802.3
- National Fire Protection Association (NFPA) - NFPA-70 National Electric Code.
- Underwriters Laboratory (UL) Standards

D. Installation must be compliant with:

- N.J.A.C. 5:23
- N.J.A.C. 6.22
- N.J.A.C. 17:24
- N.J.S.A. 18A:18
- Boca National Building Code

E. Surge Compression and Line Conditioning Standards must conform to:

- ANSI Standard C62.41.
- IEEE Standard 587
- UL 1449 Standards for Safety: Transient Voltage Surge Suppressors.
- Federal Information Processing Standards (FIPS) Publication 94: Guidelines on Electrical Power for ADP Installations 9/83.
- NFPA 78: Lightning Protection Code for Buildings.

3.9 PROJECT ENGINEERING/MANAGEMENT, SITE MANAGEMENT

Basic system design and installation resources must be included in the cost of the equipment purchased. Using agencies may require custom design of systems and basic and custom installation resources. Hourly rates for these services must be established at the time of response to this RFP. Contractors shall provide a written proposal to the using agency specifying all service charges in advance of the purchase of the equipment/system.

Any custom design work, site modification, or system integration will remain within the confines of the Purpose and Intent of this RFP. Pricing for Project Engineering/Management and Site Management shall be quoted on Schedule K.

3.10 TRAINING

The Contractor shall provide training and manuals (hard copy and electronic) for all equipment and system operation immediately following system installation. Upon request, the Contractor shall provide a training outline to the using agency. It is expected that an individual, other than

the site installation technician, will perform the training. The site installation technician may provide an overview/introduction/orientation to the newly installed equipment.

The Contractor must provide a resume for each of those individuals who will conduct training.

The Contractor shall provide all-inclusive pricing for all training on Schedule L. The Contractor shall provide all training materials.

3.11 BATTERIES

The Purchase Bureau is working in cooperation with other State agencies and environmental interest groups to ensure that purchasing policies and contracts are in accord with the requirements of the "Dry Cell Battery Management Act," NJSA 13:1E-99.59 et. Seq.

Contractors shall offer Lithium, rechargeable Ni-MH, rechargeable alkaline and rechargeable ni-Cd batteries in standard sizes. Contractors shall participate in the Rechargeable Battery Recycling Corporation (RBRC) program or offer an equivalent alternative.

With all orders for batteries and all products that incorporate batteries, Contractors shall provide detailed written recycling instructions. With any batteries or products containing batteries that incorporate cadmium, lead, or mercury, Contractors shall provide a written explanation of the toxic hazards of these heavy metals in the waste stream.

The Contractor is precluded from offering and, if awarded a contract, providing any battery that does not fully comport with all of the requirements of "Dry Cell Battery Management Acct," NJSA 13:1E-99.59 et. Seq.

The American National Standards Institute (ANSI) Standard, ANSI C18.1M-1992, lists several battery features that must be listed on a battery's label. They are,

- **Manufacturer** – The name of the battery manufacturer.
- **ANSI Number** – The ANSI/NEDA number of the battery.
- **Date** – The month and year that the battery was manufactured, or the month and year that the battery "expires" (i.e., is no longer guaranteed by the manufacturer).
- **Voltage** – The nominal battery voltage.
- **Polarity** – The positive and negative terminals. The terminals must be clearly marked.
- **Warnings** – Other warnings and cautions related to battery usage and disposal.

The Contractor shall adhere to these standard-labeling conventions.

3.12 ENHANCED IN BUILDING WIRELESS COVERAGE

Reliable wireless coverage is not always possible within some of the State's facilities. This coverage can be greatly improved by the installation of internal receiving antennas and relay sites within these facilities (Bi-directional Amplifiers). The Contractor shall propose equipment that can be installed within these facilities, which must accomplish the following:

1. Enhance reception and transmission of cellular telephone signals for all cellular vendors.
2. Enhance the reception and transmission of pager and wireless data signals for all vendors.

The Contractor must provide details and pricing regarding the proposed system(s) on Schedule P of this RFP

3.13 SHORT-RANGE, POINT-TO-POINT WIRELESS LINKS

High-speed, fixed, wireless connectivity is an efficient way to link LAN segments. In many instances, multiple buildings form a functional entity in which the people in the various sites need to function as if they are under one roof. This type of environment is commonly called a campus environment. This type of connectivity may also be utilized to connect remote security devices such as alarm systems and surveillance cameras.

Examples of campus environments include multi-building corporate complexes; university and college campuses; schools within a school board district; metropolitan (municipal) governments operating out of multiple buildings; hospitals; utilities; and metro disaster-recovery networks. A number of wireless-technology choices are available for interconnecting the buildings within a campus LAN. These tend to fall into the following basic categories:

Free-air optics

60/80-GHz, 5.8-GHz and 24-GHz unlicensed

Licensed 6 to 38 GHz

In order to provide continuity and support for existing systems, award(s) for maintenance, moves, changes, upgrades and add-ons will be made for the following brands:

- Kaval
- Motorola
- Alvarion
- Ceragon
- Bridge Wave
- Cisco

3.13.1 REQUIREMENTS

- Contractor's proposed system(s) must support speeds of at least 50 megabits per second.
- Contractor must provide a complete solution including site analysis, installation, frequency licensing, if necessary, and final testing.
- All proposed microwave equipment, radios and antennas, must conform to FCC regulations (Part 101 of Title 47) Fixed Microwave Service.
- Proposal shall only include the required hardware and software necessary to provide the complete communications link between two points. Equipment that will be supported via this link that is not included in other parts of this RFP shall not be considered as part of a contract resulting from this Request for Proposal.
- The Contractor shall provide detail and pricing regarding the proposed system(s) on Schedule Q of this RFP.

3.14 UNINTERRUPTIBLE POWER SUPPLY (UPS)

The proposed UPS shall be capable of providing continuous power to the equipment for one (1) hour in the event that the original power supply shuts down. The UPS proposed shall be capable of operating equipment comparable to a small electronic key telephone system to a large PBX telephone system.

This UPS shall continuously operate from an inverter eliminating switchover time and provide the best isolation from power line fluctuations.

The UPS shall be able to provide, but not be limited to, the following functions/features:

- Absorb power surges
- Full power during brownout
- Display the voltage/amperage current draw
- Display the voltage/amperage currently on line
- Eliminate noisy power sources
- Manual bypass switch
- Monitor and log the status of the power supply
- Provide alarms on error/trouble conditions
- Provide power for a period of time during blackouts
- Orderly and safe shutdown of system during prolonged power failure

The Contractor shall provide UPS pricing for additional power capability as an option in the following lengths of time thirty (30) minutes, one (1) hour, four (4) hours, six (6) hours and eight (8) hours. (See Schedule T)

3.15 9-1-1 TELECOMMUNICATION EQUIPMENT

3.15.1 EQUIPMENT CATEGORIES

The categories of 9-1-1 Telecommunication Equipment & Service included in this RFP are as follows:

- Call Answering Equipment (9-1-1)
- Instant Playback Recorder
- Logging Recorders
- Computer Aided Dispatch (CAD) Software
- Wireless 9-1-1 Location Validation Equipment
- Wireless 9-1-1 Location Accuracy Testing Services
- Training Simulators and Software

3.15.2 CALL ANSWERING EQUIPMENT (911)

9-1-1 Call Answering. (a.k.a. Call Taking) equipment shall be able to terminate all incoming 9-1-1 lines and shall have the following features and capabilities:

- Automatic Number Identification (ANI) display - The automatic display of the ten-digit number used to place a 9-1-1 call.
- Automatic Location Identification (ALI) database interface and retrieval capability in response to an incoming 9-1-1 call in both 10 and 20 digit format
- Automatic Location Identification (ALI) display - The automatic display of information on a computer-like screen, which displays the geographical location of the telephone, used to place a 9-1-1 call. The ability to perform a repeat recall on ALI
- Querying the mobile call back number for wireless calls.
- Selective, fixed and 3 way transfer/conference capability.
- Printer interface - automatic printing of the call detail record information to a printer or a method of electronic storage and retrieval of that information.
- Recorder interface - equipment must interface with logging recorder equipment and instant playback voice recorders
- PSAP equipment must be able to detect incoming TTY calls. Each PSAP position shall be capable of identifying and servicing TTY calls. TTY equipment shall comply with the Americans with Disabilities Act (ADA) requirements.

- CAD Interface - PSAP equipment must be capable of interfacing with Computer Aided Dispatch (CAD) equipment for ANI and ALI interface.
- PSAP equipment shall be accessible by using either a handset or headset interchangeably without any modification.

3.15.3 INSTANT PLAYBACK RECORDER

The Instant playback recorder is a device that records voice or voice/ALI data and is capable of instantly replaying the same. This voice recorder includes a short term (non-archived) voice storage designed to allow the user to recall the most recent telephone and radio calls. The product shall be scalable for use by small, medium and large PSAPs. Equipment functionality shall include:

- Simultaneous Record and Playback of telephone and radio messages
- Rewind and Fast Forward buttons
- Records and displays during playback ALI-captured phone number
- Volume controls
- Each position shall be equipped with the ability to access these features

3.15.4 LOGGING RECORDERS

Logging recorder is a device that electronically records all voice communications and transactions on the 9-1-1 network at PSAPs and PSDPs. A logging recorder provides date/time information, is operative on a continuous or controlled basis, and is primarily for archival purposes. Each emergency telephone line or each emergency answering position must be recorded on a logging recorder. The product shall be scalable for use by small, medium and large PSAPs. Equipment functionality shall include:

- Dual decks/drives such that failure or unavailability of one (1) deck/drive will cause the other deck drive to automatically take over the recording function.
- The ability to search for calls by position, telephone number, channel and date & time.
- Minimum storage for 30 days
- Archive and retrieval functionality.

3.15.5 COMPUTER AIDED DISPATCH (CAD) SOFTWARE

Computer Aided Dispatch (CAD) is software designed to assist PSAP/PSDP operators and dispatchers to increase the efficiency and accuracy of dispatching public safety services. Equipment functionality shall include, at a minimum:

- Software able to reside on a fault tolerant computer system.
- Automatic address input via ANI/ALI interface
- Information entered once to be accessible across all applications
- Integrated mapping allowing graphical plotting.
- Report function (operational and system)
- Archive and retrieval functionality

3.15.6 WIRELESS 9-1-1 LOCATION VALIDATION EQUIPMENT

Wireless 9-1-1 Location Validation equipment is used for conducting validation of the Federal Communications Commission (FCC) adopted accuracy and reliability requirements for ALI as part of its rules for wireless carrier Enhanced 9-1-1 service in CC Docket No. 94-102. Equipment and software functionality shall include, at a minimum:

- Meet all requirements as outlined in the FCC OET-71 Bulletin:
http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet71/oet71.pdf

- Rugged laptop computer designed and built for heavy-duty use that includes the following features:
 - o Shock-mounted components, including disk drives, circuit boards, keyboard and display
 - o Keyboard, displays and ports sealed against dust and moisture
 - o Display designed for use in various lighting conditions
 - o Cases made of magnesium, titanium or other durable lightweight materials
 - o Touch screen displays for input
 - o Meets U.S. Military Standard MIL-STD-810F with ability to mount in a vehicle.
 - o Windows 7 Professional
 - o State of the art Intel or AMD Processor
 - o 750 Gigabit hard drive
 - o Anti-glare Active Matrix color LCD monitor
 - o Global Positioning System with Wide Area Augmentation System (WAAS) capability and external antenna
 - o Data collection unit

3.15.7 WIRELESS 9-1-1 LOCATION ACCURACY TESTING SERVICES

Wireless 9-1-1 Location Accuracy Testing Services is used to conduct validation of the FCC adopted accuracy and reliability requirements for ALI as part of its rules for wireless carrier Enhanced 9-1-1 service in CC Docket No. 94-102. The testing service shall comply with OET-71 guidelines:

http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet71/oet71.pdf

The testing service shall have the following minimum functionality:

- The ability to define test boundaries
- The ability to select the number of test points
- Allow test points to be randomly generated or user specific
- Standard marketed cell phone shall be used for testing
- Approved scripts to be used in the test process
- Ability to generate reports showing test locations and accuracy

3.15.8 TRAINING SIMULATORS AND SOFTWARE

A 9-1-1 simulator is an electronic call taking and dispatching device that recreates the 9-1-1 PSAP Communications Center environment. It allows trainees to take 9-1-1 calls on phone lines, simulate dispatch functions and record the session. The training simulator shall provide the following functionality, at a minimum:

- Simulate full PSAP functionality
- Full ANI/ALI display
- Ability to interact with caller via phone simulation
- Transfer/conferencing functions
- Programmable ALI and CAD format screens and error displays
- Mapping simulation for wireless calls

3.16 COMPONENTS

It is the intent of the State to secure bids on standard items of equipment which can be properly maintained and serviced without the necessity of carrying expensive parts stock or being subject to the inconvenience of long periods of interrupted service due to lack of available parts.

All replacement parts provided by the Contractor must be marked and readily identified with the original manufacturer's ("OEM") identification number and available from the Contractor, to the Using Agency within a commercially reasonable period of time. (See [Section 3.4.1.1](#) Warranty

Replacement Parts).All electronic components are to be obtainable as standard industry type units. If any component is re-identified with another designation exclusive to the communications equipment manufacturer, a complete cross-reference is to be supplied indicating the original manufacturer's part number and all performance parameters of the component in question.

State Agencies require, in many instances, the ability to avail themselves of a statewide cadre of strategically located authorized repair stations that are aligned with the manufactured product they wish to purchase. The inability, in the State's judgment, for a contract vendor to provide this authorized repair service in a commercially reasonable and timely manner may result in the contractor not being awarded a purchase order even though his product is of a lower cost. The contractor must identify the number and location of its authorized repair centers for each equipment category proposed. In addition, the State or Using Agency reserves the right, and may require one or more Service Level Agreement(s) ("SLA") for authorized repairs by the Contractor.

3.16.1 SYSTEM AND ANTENNA INSTALLATION

System installation costs are to be based on the mounting of antennas, with appropriate hardware and cabling on existing building structures, including antenna towers, at the various levels above ground level. Costs are to include the drilling of a single access thru-hole through an outside wall. This hole, when installation is complete, is to be restored to a weatherproof condition and the external and internal wall appearance also restored cosmetically within reason.

The successful Contractor shall guarantee that the electrical and mechanical criteria of the installation meet TIA (Telecommunication Industry Association) requirements, as well as all local codes, and that all necessary permits are acquired. All heavy-duty mounting brackets support pipes, coaxial cable, weatherproofing, grounding and connectors are to be supplied as specified and/or recommended by the antenna manufacturer for heavy-duty service for these antennas. The antennas are to be suitably protected against lightning damage in accordance with established underwriters, Motorola, and other industry standard procedures. This is to ensure that all mechanical and electrical connections are to be compatible with one another so as to eliminate or reduce to the absolute minimum the possibility of galvanic corrosion between all metallic conductors and connectors.

3.16.2 PROGRAMMABLE EQUIPMENT

All equipment must be completely operational upon delivery. If the manufacturer does not specifically identify on the OEM price list pricing for programming, the Contractor must submit the programming costs. See Schedule M.

3.16.3 COMPATIBILITY

All proposed telecommunication equipment and accessories must be compatible with existing network and voice mail systems as appropriate and applicable to the Using Agency's requirements. Primarily, the subject systems which are currently in use in the State of New Jersey are Centrex based. End to end dial access to these systems shall be required from anywhere within the State of New Jersey regardless of network carrier or equipment vendor.

The Contractor shall be solely responsible for the compatibility of the proposed service and equipment with all circuits and facilities as provided by the Local Exchange Company (LEC) and all other common carriers to meet the requirements of these specifications.

3.17 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume sole responsibility for the delivery, installation, system performance guarantee and maintenance of all equipment and services offered in its proposal

whether or not it is the OEM. The Contractor shall comply with all laws, ordinances and regulations (Federal, State, City and otherwise) covering work there under.

The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of the contract resulting from this RFP. The Contractor will assume sole responsibility for any payments due the subcontractor(s).

All proposed electrical, environmental and space requirements needed shall be approved in advance by the Using Agency and may be performed by the Contractor. All equipment shall be installed in a Using Agency approved secure space and location. Coordination is required with the Using Agency on site contact for work activity within this space.

The Contractor shall be responsible for the following on-site issues:

- Provide lightning and/or surge protection on all network and electrical circuits.
- Protect and secure all materials, supplies and equipment.
- Clean up and remove all debris and packaging material resulting from any work.
- Leave the premises in a clean and orderly condition.

3.17.1 INSTALLATION/PROVISIONING

The Contractor shall provide the following service, if required by the State, on all new systems and major upgrades to existing systems or equipment.

- Assign Project Manager
- Attend Project Meetings
- Create and manage project/implementation plans and Statement of Work (SOW)
- Perform site survey
- Provide daily status report on work performed
- Identify required networking facilities
- Establish change control process
- Provide all appropriate documentation
- Provide a back-up copy of all software required
- Install system/upgrades of associated products
- Perform test on all equipment and obtain user signoff
- Establish in-service date
- Establish user help desk for an agreed upon period of time if required
- Perform final installation tests
- Cutover system
- Resolution of user problem reports
- Remove old equipment (An agency will determine what equipment must be removed and it will confirm its requirements as part of the purchase process).
- Post installation/upgrade critique meeting
- Review level of satisfaction with services provided
- Provide contact and escalation list to using agency

The technical personnel that will install/upgrade the proposed system shall be fully trained and certified by the manufacturer as qualified to install the proposed system.

All installation/upgrade plans shall have prior approval, from the State, before implementation of service.

3.17.2 SYSTEM DOCUMENTATION

The Contractor shall provide a complete set of administrative, installation, maintenance, operational, parts, user and training manuals with each new system installed and/or

upgraded, including all adjunct equipment and telephones. Documentation in a standard electronic format shall also be available as an option.

All documentation issued must be included in the original system price and replaced as update becomes available with each upgrade at no additional cost to the State.

3.17.3 METHOD OF OPERATION

Following the award of any contract(s) by the State as a result of this RFP, the individual Using Agencies and participants in the Cooperative Purchasing Program will be permitted to obtain quotes from the awarded Contractors.

Contractors shall be required to provide contract end users/Using Agency with:

1. A written proposal with the following information
 - The unique identification code assigned to each item (Part Number)
 - The item description
 - The quantity of items quoted
 - The manufacturer's list price
 - The State's percent discount
 - The State's discount list price
 - Other discounts as appropriate (Large Purchase Order Discount section 3.19.1, Annual Equipment Sales Spend Discount, etc.)
 - Total Extended Price
2. Contractor Information- Contractor's name, contact person, contact phone number, contract number date of quote, quote number
3. If requested, an electronic scan or photocopy of the page from the Contractor's original bid proposal detailing the item or service must be provided to the contract end user / Using Agency.
4. If, in the event that an additional or substitute/replacement item is requested by a Contractor for inclusion in its contract, -and- before providing a quote or offering the subject item for sale under its contract, the Contractor must:
 - i. Submit a Contractor's letterhead to the Purchase Bureau and the State Contract Manager requesting the addition/substitution along with any attachments specifying the item or items to be added.
 - ii. Secure a Letter of Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
 - iii. Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition/substitution and any attachments clearly specifying the item or items to be added.
 - iv. The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

3.18 PRICE

- All prices in price lists shall be net, firm and not subject to increase during the period of the contract and include all transportation charges, FOB Destination, to all NJ Using Agencies. Escalation clauses shall not be accepted.
- All price list discounts shall be firm for the period of the contract.
- In the event of manufacturer's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.
- The Director of the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.

3.18.1 MOST FAVORABLE PRICING

Pricing should reflect the State of New Jersey's full buying power. During the term of the Contract, any or all temporary or permanent price reductions, including, by way of example but not limitation, promotional price offers, introductory pricing, or any other offers that provide prices lower than those stated in the Contract, shall be given immediately to the entities eligible to purchase from the Contract. Contractor's billings/invoices for goods ordered or shipped or services performed during the subject price decrease or promotion price period shall immediately reflect such price reduction.

The Contractor specifically agrees to make its reasonable best efforts to insure that the price charged to the State of New Jersey for all products, systems and services provided under this contract shall be no higher than those prices paid by any other state or government entity or private business entity for the identical products, systems and services, throughout the State of New Jersey and the United States, taking into account the volume of purchases and the fact that delivery and installation are included in prices charged under New Jersey contracts.

Contractor shall have satisfied the requirements of this section if any special offers/promotions which the Contractor announces as available to any customer are offered to the State provided the State qualifies and agrees to the terms associated with any such special offers/promotions.

3.18.2 SPECIAL/PROMOTIONAL PRICING

If a Contractor receives an award for a specific product and wishes to offer an additional discount above and beyond its original bid, a request shall be submitted in writing to the Division, as follows:

1. The Request shall be submitted, in writing, or via email to the buyer assigned at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies shall be submitted.
2. The Division will approve all product updates in writing, which may include email notification, before any updates are offered to any agency. Contractors shall not offer "special pricing" to any State Agency or Cooperative Partner before it has been submitted to and approved by the Division. No requests will be considered within 60 days of contract expiration.

Note: Any product offered at an additional discount over the original discount bid or any special pricing shall be held firm for a minimum of 30-days and be offered to all State of New Jersey Agencies and members of Cooperative Purchasing.

3.19 ADDITIONAL DISCOUNTS

3.19.1 LARGE PURCHASE ORDER DISCOUNT

The State is seeking a discount for large purchases, as listed in the column labeled *Purchase Order Value*, in the Table 1 below.

A large purchase order discount is in addition to the standard discounted pricing applied to a Contractor's contract. Contractor's invoice shall reflect the appropriate discount.

Table 1

Purchase Order Value	Discount %
Less than or equal to \$300,000	Standard Discount (X.X)%
Greater than \$300,000 and less than or equal to \$750,000	%
Greater than \$750,000 and less than or equal to \$2.0 Mil	%
Greater than \$2.0 Mil and less than or equal to \$5.0 Mil	%
Greater than \$5.0 Mil and less than or equal to \$10.0 Mil	%
Greater than \$10.0 Mil	%

***Discounts shall be expressed as a percentage (%) and fractional percentages shall be express to no more than tenths (x.x%) of a percent.**

See Schedule R to provide large purchase order discounts.

3.19.2 ANNUAL EQUIPMENT SALES VOLUME / SPEND DISCOUNT

- A. Under a contract resulting from this RFP, the State is seeking a business level discount improvement based on all equipment sales sold by Contractor under its State contract during the previous year. The Contactor shall provide in its equipment sales / spend report to the State, a Tier-level volume discount for all of its awarded products.
 - a. Tier-Level Volume Discounts offered by the Contractor must clearly indicate the Sales Volume required to achieve each new discount level.
- B. All awarded Contractors are required to report their sales quarterly (see Section 5.24 Contract Activity Report.)
 - a. Contractor(s) shall provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting from this Request for Proposal.
 - b. The quarterly report shall list: Customer Name, Quote Number, Brief Description of Product/Service, Catalog/Part Number/Model, Discount %, Sale Price and total applicable sales and year to date total.
- C. Quarterly Tracking reports shall be forwarded to the State Contract Manager and Buyer by the Contractor within 10 business days of the end of each Quarter based on applicable sales revenue booked.
- D. All sales shall be aggregated quarterly by the Contractor to establish the statewide spend amount.

- a. Sales revenue reporting for the Annual Equipment Sales Spend Discount percent begins the first day of the contract and shall be reset to \$0 each subsequent January 1st with exception to the first partial calendar year.
- b. During the first partial calendar year beginning on the contract effective date the Annual Equipment Sales Spend Discount percent for calendar year 2 shall be calculated by prorating the year to date (YTD) spend amount from the contract effective date through the end of the calendar year.

Reporting Example: If the contract effective date is July 1 and the YTD equipment spend through 182 Days was \$500,000 the calculation is \$500,000 divided by 182 (days) times 365 = prorated spend of \$1,002,747.

- E. A confirming letter shall be sent to the Contractor by the Purchase Bureau Buyer approving the *Annual Equipment Sales Spend Discount percent* and effective date.
- F. Beginning the annual effective date provided in the confirmation letter all invoices shall be based on Contractor quotations and shall reflect the new *Annual Equipment Sales Spend Discount*.

See **Schedule S** to provide Annual Equipment Sales Spend Discount percent.

3.20 NEW TECHNOLOGY

Contractors are encouraged to suggest innovative new services, systems and products to keep pace with technology and changes in the telecommunications industry. Contractors may propose any new service, system or product, which has come into standard production after contract award; have the same functional purpose and a demonstrable nexus to the services, systems and products offered under this contract. If the new product, system or services satisfies the aforementioned criterion the new service, system or product will be considered for addition to and/or replacement of the service, system or product offered under the contract. The Contractor must make a written request to the Purchase Bureau for the new service, system or product to be added to the contract. Such written request must include the specifications for the new service, system or product evidencing that the new system, service or product serves the same functional purpose and has a direct nexus to the service under contract.

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of the new service, system or product accepted in writing by the Director shall be governed by the terms of the contract, including price. The aggregate price of all new services, systems or products must be equal to or less than the existing contracted service or have a demonstrable cost savings of other resources within one (1) year of use. No product, system or service will be added to this contract if the new functionality offered by a Contractor is available or more appropriately provided under any other existing State contract.

Upon approval from the Purchase Bureau of any new technology additions to the contract, the Contractor shall provide two (2) new dated CD ROM copies of the contract with the additions included

3.20.1 ADDITIONS, SUBSTITUTIONS, DELETIONS

The Contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace.

If an additional or substitute / replacement item is requested by a Contractor for inclusion in its contract after the contract award and before providing a quote or offering the subject item for sale under its contract; additions, substitutions and/or deletions may be allowed under the following conditions:

- A. A written request is submitted by the Contractor on company letterhead, and signed by an authorized representative of the firm addressed to the buyer assigned at the Purchase Bureau Division of Purchase and Property, Treasury, detailing each product and/or service requested along with any attachments specifying the item or items to be added.
- B. The written request may be sent via electronic scan / email and will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.
- C. The written submission requesting additions or substitutions must include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted.
- D. The submission must also include the product description, manufacturer's part number, manufacturer's list price, the appropriate percent discount and the State's price. The Contractor is required to identify the items being added and deleted.
- E. All additional and substitute items must be approved, in writing, or via email by the Director of Purchase and Property.
- F. The Contractor is not permitted to offer any additional or substitute products or services to any Agency or members of the Cooperative Purchasing Program without written or email approval from the Director. In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.
- G. All accepted additions, substitutions and new technology shall be added as "Addendums" to the contract on a periodic basis, and numbered sequentially in the order that they were presented during the life of the contract.
- H. All addendums must also be submitted electronically as PDF, Word® or Excel® documents in order to allow electronic scanning of items and verification of prices.
- I. Addendums shall only contain the equipment considered to be additions, substitutions, and new technology items. Submissions of entire manufacturers' pricelists that include equipment and services not specifically referred to in the Addendum will not be accepted.

Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the Contractor shall provide two (2) new dated CD ROM copies with the changes. The data on these CD-ROM shall be categorized in separate files for additions, substitutions, deletions or changes.

In order to offer an additional product or service, substitution or replacement item to the contract end user / Using Agency, the Contractor must:

- Secure a Letter of Approval / Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
- Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Approval / Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition / substitution and any attachments clearly specifying the item or items to be added.

- The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

3.21 PRODUCT END-OF-LIFE NOTIFICATION

The Contractor shall notify the State as described above when it intends to list Manufacturer Discontinued (“MD”) (a.k.a. End-of-life) products on its contract.

- The Contractor shall also notify all contract customers, end users, and Using Agencies who purchased the MD product.
- Notification shall describe its product support plan.
- Notification shall include the product end of support date and the notification shall be at least six (6) months in advance of that date.
- The Contractor must obtain confirmation of receipt of its notification to all contract users of the MD product.
- The Contractor must provide an alternative solution to replace the MD product.
- The Contractor must continue to provide support for the MD product for a minimum of 2 years after the product has been MD’ed.

3.22 TRADE IN PROGRAM

Contractor shall provide a description of its Trade In program detailing its proposed method of operation, equipment eligible under its program and credit schedule.

See Schedule U to provide program description and pricing.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP’s signatory page, in preparing and submitting its proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/12x22183.shtml> unless noted otherwise.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL**

PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION

4.3.1 EBID SUBMISSION OF PROPOSAL

If the bidder is submitting an eBid, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <http://www.state.nj.us/treasury/purchase/index.shtml>. Should the bidder choose to submit both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, *) in the filename. In addition, the bidder should name each converted PDF electronic file and folder as follows:

4.3.2 NON-EBID SUBMISSION

The bidder must submit the following bid proposal copies in both hard copy and disc as specified:

One (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal.

One (1) complete and exact copy clearly marked "COPY".

One (1) unbound, complete and exact copy of the original, clearly marked "COPY".

Five (5) complete and exact ELECTRONIC copies of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.

One (1) complete and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on disc (CD or DVD) for redaction.

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The bidder should make and retain a copy of its proposal.

4.4 PROPOSAL CONTENT

The proposal should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Section 2 - Technical Proposal (Section 4.4.3) – **This section of the bidder's submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Note: Section 3.10, Training; Bidder should include with the bid response, a resume for each of those individuals expected to conduct training under a contract resulting from this RFP.

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 2

Section 4 – Price Schedule (Section 4.4.5)

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an e-Bid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's' firm and the bidder later determines at any time during the term of the Contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before proposal opening.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN

All bidders intending to use a subcontractor should submit a completed Subcontractor Utilization Plan with its bid proposal. A Subcontractor Utilization Plan shall be required from each bidder proposing to use any subcontractor(s) prior to the award of any contract resulting from this RFP. Should any bidder intend to use one or more subcontractor(s) and fail to complete and/or submit a completed Subcontractor Utilization form prior to award of a contract resulting

from this RFP, that bidder's proposal may be rejected as a non-conforming bid. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

NOT APPLICABLE TO THIS PROCUREMENT - Guidelines included for Bid Preparation Only

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

In the event the bidder is a qualified small business with the New Jersey Division of Revenue, Small Business Enterprise Unit, the bidder should provide, as part of its response to this solicitation, proof of its current registration as a qualifying small business. Application and registration requirements are presented on the web at <http://www.nj.gov/njbusiness/contracting/> or by contacting that agency during business hours as indicated below.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
SMALL BUSINESS ENTERPRISE UNIT
33 WEST STATE STREET – FIFTH FLOOR
PO BOX 026, TRENTON, NJ 08625-0026
TELEPHONE: 609-292-2146
FAX #: 609-292-8764

**** IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER SHOULD ENSURE IT IS REGISTERED ON THE DAY OF PROPOSAL RECEIPT AND OPENING WITH THE DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO BE ELIGIBLE FOR AWARD.**

IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE BIDDER MAY FAX A COPY OF RFP PAGE ONE (1) REFLECTING THE PROPOSAL SUBMISSION DUE DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO THE FAX NUMBER ABOVE.

4.4.1.5.1 SMALL BUSINESS SET-ASIDE CONTRACTS

NOT APPLICABLE TO THIS PROCUREMENT

4.4.1.5.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

This is NOT a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. However, if the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan prior to award of any contract resulting from this RFP per Section 4.4.1.4 Subcontractor Utilization Plan.

- And - if the bidder intends to subcontract, the bidder should take the following actions to achieve the set-aside subcontracting goal requirements:
 1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
 2. Request a listing of small businesses by Category from the New Jersey of Revenue, Small Business Enterprise Unit;
 3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
 4. Provide all potential subcontractors with detailed information regarding the specifications;
 5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
 6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
 7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain a copy of the New Jersey of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If the bidder chooses to use subcontractors and fails to meet the small business subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its proposal or within seven (7) business days upon request.

NOTE A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE PROPOSAL OR WITHIN SEVEN (7) DAYS UPON REQUEST SHALL NOT PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If awarded the contract, the bidder shall notify each subcontractor listed in the Plan, in writing.

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFP.

4.4.1.6 BID SECURITY

NOT APPLICABLE TO THIS PROCUREMENT

4.4.1.7 PRICING

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of proposal opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

4.4.3 TECHNICAL PROPOSAL

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

4.4.3.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should

convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful contract completion.

4.4.3.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.3.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

NOT APPLICABLE TO THIS PROCUREMENT

4.4.3.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should set forth a brief summary, consisting of no more than one (1) page, of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution. This section should address, but not necessarily be limited to: Supply and Delivery of Equipment and Services, High-Priority Order Fulfillment, Emergency Services, Goods and Equipment Stock-outs, End-of Life Product Notification, Supply and Support issues including: Technical Support, Skilled Labor, and Service Level Performance Standards.

4.4.4.1 LOCATION

The bidder must name a primary point of contact with all contact information including telephone number, e-mail address and the physical address of the bidder's office that will be responsible for managing the contract. The bidder should also include the telephone number and name of back-up personnel to contact in the event a primary point of contact is unavailable.

4.4.4.2 ORGANIZATION CHARTS

- a. **Contract-Specific Chart.** The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.
- b. **Chart for Entire Firm.** The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.4.3 RESUMES

The Bidder must submit no less than one (1) detailed resume in order to identify the primary point(s) of contact for the Division of Purchase and Property and/or the State Contract Manager. The resume(s) submitted by the bidder must identify at least one individual serving as the primary sales contact(s), key service and/or distribution management, supervisory and/or key technical personnel assigned to the contract.

The resume(s) should be structured to emphasize relevant qualifications and experience of the named individual(s) in successfully supporting and/or completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the equipment and/or services required by this RFP.
- With respect to each similar contract, the bidder should include the name, address and a telephone number of up to three (3) references to contact for a reference check.

The bidder should provide similar detailed resume(s) for each subcontractor's management, supervisory and/or other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

4.4.4.4 BACKUP STAFF

The bidder shall include at least one (1) backup staff that may be called upon to assist or replace the primary individual(s) assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall provide at least three references for its firm, as evidence of the bidder's ability to successfully complete contracts of similar size and scope, as well as the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of

individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The bidder shall provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal. The bidder must provide a detailed description of services to be provided by each subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. A bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5 PRICE SCHEDULE/SHEET

The bidder must submit its pricing on the Bid Specific Forms / Excel® Pricing Schedules accompanying this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

Important Note: Bidders must complete the attached Bid Specific Forms and Excel® pricing schedule(s) for each Manufacturer Brand and Equipment Category proposed in response to this RFP. The Bidder must submit with its proposal all Bid Specific forms. Bidder's are instructed to mark "NO BID" on any Bid Specific price schedule for any Equipment Category (ies) it does not propose to provide under this RFP.

4.4.5.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.4.5.2 C.O.D. TERMS

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

4.4.5.3 CASH DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.4.6 COOPERATIVE PURCHASING

The bidder should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **Five (5)** years. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the

procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)** additional one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its proposal.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The contractor is prohibited from releasing any financial,

statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

The contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

Security clearance/background check for all contractors and project staff must be obtained and provided to the State (to protect the State of New Jersey from losses resulting from contractor employee theft, fraud or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 300-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.2 SECURITY STANDARDS

1. Network Security: The contractor shall maintain the contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The contractor shall maintain network security that conforms to one of the following:
 - A. Those standards that the State of New Jersey applies to its own network, as found in the State of New Jersey Shared IT Architecture document: http://www.state.nj.us/it/ps/it_architecture.pdf.
 - B. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including: <http://csrc.nist.gov/publications/PubsSPs.html>
<http://csrc.nist.gov/publications/nistpubs/800-113/SP800-113.pdf>
<http://csrc.nist.gov/publications/nistpubs/800-66-Rev1/SP-800-66-Revision1.pdf>
<http://csrc.nist.gov/publications/drafts/800-125/Draft-SP800-125.pdf>
<http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>
https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.
 - C. Any generally recognized comparable standard that the contractor then applies to its own network that is approved by the NJ Statewide Office of Information Security.
- The contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The contractor shall submit relevant documentation and participate in the System Architecture Review (SAR) process.
- For "outsourced hosting services", the contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.

- If the contractor is not supplying “dedicated” hardware resources to host State of New Jersey applications and data, the contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.
 - The contractor must supply “cleansed” but detailed network infrastructure diagrams of the application hosting environment for review by NJ OIT Network Infrastructure and Enterprise Security Office.
2. Application Security: The contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
 1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.
 3. Data Security: The contractor at a minimum shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.
 - Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State’s Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State’s Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
 - Data usage, storage, and protection is subject to any applicable regulatory requirements, including those for HIPAA (Health Insurance Portability and Accountability Act), and PII (Personally Identifiable Information), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075) and the New Jersey State tax confidentiality statute, as amended, N.J.S.A. 54:50-8, Payment Card Industry (PCI) Data Security Standard, State of New Jersey Identity Theft Prevention Act, June 2005, State of New Jersey Drivers’ Privacy Protection Act of 1994, Pub.L.103-322
 4. Data Transmission: The contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The contractor shall encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
 5. Data Storage: All data provided by the State of New Jersey or gathered by the contractor on behalf of the State of New Jersey must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager.

6. Data Scope: All provisions applicable to data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.
7. Data Re-Use: All State provided data shall be used expressly and solely for the purposes enumerated in the contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
8. Data Breach: Unauthorized Release Notification: The contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the contractor shall assume responsibility for informing the State Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. End of Contract Data Handling: Upon termination of this Contract the contractor shall erase, destroy, and render unreadable all contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever shall come first.
10. Security Audit: The contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

5.9.3 SECURITY PLAN

The contractor must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

The security plan shall provide for review of the contractor's operations and control system. The contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the contractor apply to development, testing, production and backup systems.

The contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- Regulations and security requirements – how the contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of contractor's employees, and method used for granting and denying access to the contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.
- Role based security access – the products and methods for role based security and access to the contractor's infrastructure and access to the State's infrastructure.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the contractor's audit control methods and requirements.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- Vulnerability / Security Assessment – the products and methods used for scanning contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Firewall – the products and methods for firewall control process and intrusion detection methodology.
- Database – the products and methods for safeguarding the database(s).
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager in writing, of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall provide written explanation to the contract manager with an estimated delivery and/or completion date for the task or subtask. The Contractor shall assume all responsibility for its subcontractors, authorized dealers and resellers.

5.15 RETAINAGE

The amount of retainage is noted on the RFP signatory page accompanying this RFP. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.16 ADDITIONAL WORK AND/OR SPECIAL PRODUCTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

5.17.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions, Rev: 10/21/2011 ST&C is deleted and replaced with the following:

INDEMNIFICATION

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or

materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;

2. The contractor's breach of its obligations of confidentiality; and,

3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The contractor shall not be liable for special, consequential, or incidental damages.

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions, Rev: 10/21/2011 ST&C regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

f. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Failure to report this mandated information may be a factor in future award decisions. Contractors must submit the required information in Microsoft Excel format.

5.19 ELECTRONIC PAYMENTS

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.7.1 TECHNICAL EVALUATION CRITERIA

- a. The bidder's general approach and plans in meeting the requirements of this RFP.
- b. The bidder's detailed approach and plans to mobilize its resources, provide equipment, perform services required under the Scope of Work of this RFP, anticipate and identify possible problems in executing these requirements and meet the ongoing needs of the State and its cooperative purchasing partners to complete the contract successfully. This judgment will include, but not be limited to: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract; availability and commitment to the contract from bidder's management, supervisory and other staff

proposed and the bidder's contract management plan, including the bidder's contract organizational chart..

- c. The bidder's documented overall experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- d. The bidder's documented technical product and service knowledge on contracts of similar size and scope to the work required by this RFP is emphasized
- e. The bidder's ability to present each section of its proposal in a clear, concise manner, and overall quality of information and content provided in the bidder's proposal.
- f. Batteries will be based on a market-basket of batteries of brand-name radios. The market basket items will be determined prior to the bid opening and made available for distribution at the bid opening.

6.7.2 BIDDER'S PRICE SCHEDULE

Important Note: Bidders must complete the attached Bid Specific Forms and Excel[®] pricing schedule(s) for each Manufacturer Brand and Equipment Category proposed in response to this RFP. The Bidder must submit with its proposal all Bid Specific forms. Bidder's are instructed to mark "NO BID" on any Bid Specific price schedule for any Equipment Category (ies) it does not propose to provide under this RFP.

Bidders must submit with its bid the most current, dated, published Original Equipment Manufacturer's ("OEM") price list in effect at the time of bid opening for each Manufacturers Brand proposed. If the Original Equipment Manufacturer ("OEM") does not have a published price list, one must be created by the OEM for the State of New Jersey and identified as the "Official State of New Jersey Price List." All bidders must validate, and shall be held responsible for proposing to the State the most current OEM price list with its bid submission.

Note: Bidders should, and shall be asked to identify and designate the OEM price list pages number(s) where each equipment category proposed can be found in the column titled "**Bidder's Catalog Page for Priceline**" on the **Bid Specific Forms and Price Schedules** Excel[®] pricing schedule pages accompanying this RFP. All discounts proposed must be based upon, and shall be evaluated against the OEM's price list as submitted by each bidder. All price lists and catalogs submitted for pricing purposes shall be in a machine readable and searchable format, and must contain a model number, description, and list price.

Multiple discounts per price line will not be accepted under this RFP. Bidders are instructed to enter one (1) discount per priceline on the Excel[®] pricing schedule accompanying this RFP. However, quantity and category discounts are acceptable and encouraged. Bidders offering quantity and category discounts are instructed to enter a "net" priceline discount on the Excel[®] pricing schedule page(s) accompanying this RFP.

The Bidder must clearly identify each category and corresponding quantity discount proposed on the Excel[®] price sheet. All discount(s) offered must be in compliance with each particular manufacturer and identified with the corresponding equipment category in the Excel[®] pricesheet accompanying this RFP. To clarify, Bidders must directly associate the OEM price list and any category or quantity discounts offered, with its corresponding category priceline on the Excel[®] pricing schedule accompanying this RFP.

The State finds that some Manufacturer's price lists may have equipment, accessories and/or supplies listed or submitted with a Bidder's proposal that are not within the intent of this contract. Those items must not be considered as available for sale to the State, discussed as contract

items with, or sold to any Using Agency. Only those products for which the State Purchase Bureau has received the applicable catalog and price list, and awarded a contract as a result of this RFP may be offered for purchase, or purchased by a Using Agency during the contract period.

For price evaluation purposes only, bidders will be ranked according to the total discount percentage proposed for each Equipment Category. Discount pricing must be identified on the Excel® Price Sheet accompanying this RFP and must be based on, and will be evaluated against, the OEM's price list. The bidder offering the highest discount for a specific Equipment Category will receive an additional ten (10) points which will be applied solely to its pricing score. Only one bidder per Equipment Category will be ranked as offering the highest discount in a specific Equipment Category.

6.7.3 PROPOSAL DISCREPANCIES

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses technical criteria, price, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the

RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at proposal opening. Only the name and address of each bidder will be publicly announced at proposal opening.

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within

five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of

Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

7.4 PERFORMANCE SECURITY

NOT APPLICABLE TO THIS PROCUREMENT

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor

may contact the State Contract Manager if the contractor cannot resolve a dispute with contract users.

9.0 Special Contract Requirements Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)

I. Introduction

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, and stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This Section to the Contract addresses additional requirements applicable to all Contracts which are funded in whole or in part with ARRA funds. These additional requirements contained in this Section are subject to change based on further guidance by the applicable Federal agency which has awarded the ARRA funds to the State of New Jersey. The following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA as are known as of this date. However, the federal government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor (as defined below) will be provided any changes and/or additions to these requirements as they become available in an ARRA Addendum. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and the terms and conditions of the Contract, the ARRA requirements control.

The Contractor agrees and assures that by accepting ARRA funds through the Contract it and its subcontractor(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of New Jersey for compliance with ARRA and other related federal and State laws. Further, it is understood that this Contract is subject to all applicable terms and conditions of ARRA.

II. Definitions

"ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

"Contractor" is defined as any person, including but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the State of New Jersey, or with a person under contract, subcontract, grant, or subgrant with the State of New Jersey, any department in the Executive Branch, the State of New Jersey's independent authorities, commissions, and public institutions of higher education. The term "Contractor" may also include a permittee, licensee, or any agency, political subdivision, instrumentality, or independent authority of the State of New Jersey.

III. General Requirements

A. Flow Down Provision

Contractors must include these Special Contract Requirements contained in this Section in every subcontract over \$25,000,000 that is funded, in whole or in part, by ARRA funds, unless the subcontract is with an individual.

B. Segregation and Payment of Costs

Contractors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of ARRA funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects. ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and guidance issued by the federal Office of Management and Budget.

Invoices must clearly indicate the portion of the requested payment that is for work paid by ARRA funds.

C. Wage Rates

In accordance with ARRA, §1606, the Contractor assures that it and its subcontractor(s) shall fully comply with said section in that, notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by vendors, contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government, pursuant to ARRA, shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

D. Registration Requirements

In accordance with ARRA, §1512(h), the Contractor and its subcontractor(s) (first-tier) shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of the Contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

E. Buy American

In accordance with ARRA, §1605, the Contractor assures that it and its subcontractor(s) will not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, §1605.

F. Whistleblower Protection

In accordance with ARRA, §1553, the Contractor assures that it and its subcontractor(s) shall fully comply with said section, including, but not limited to, assuring that their employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of New Jersey, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to the Contract (including the competition for or negotiation of the Contract), awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Contractor assures that it and its subcontractor (s) shall post notice of the rights and remedies provided in ARRA, §1553.

G. Prohibition on Use of ARRA Funds.

No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

ARRA Job Posting.

Contractors and subcontractors located in the State of New Jersey shall post all job openings created, in whole or in part, by ARRA funds (ARRA Job Openings), on the New Jersey Department of Labor and Workforce Development's New Jersey State Job Bank accessed at <http://NJ.gov/JobCentralNJ> at least fourteen (14) days before the contractor or subcontractor shall commence hiring for ARRA Job Openings. Instructions how to post a job are provided at the site. Posting is not required where the Contractor intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted by the Department of Labor and Workforce Development.

IV. Program Reporting Requirements

Pursuant to Section 1512 of ARRA, in order for the State of New Jersey to prepare the required reports, Contractor agrees to provide the State of New Jersey the following information no later than five (5) days following the end of each calendar quarter, or more frequently as directed by the State of New Jersey:

- a. The total amount of ARRA funds received by Contractor during the reporting period;
- b. The New Jersey contract and order number as applicable;
- c. The amount of ARRA funds that were expended or obligated during the reporting period
- d. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including
 - i. the name of the project or activity;
 - ii. a description of the project or activity;

- iii. an evaluation of the completion status of the project or activity (i.e. not started, less than 50% completed, 50% or more completed; fully completed.); and
 - iv. an estimate of the number of jobs created and/or retained by the project or activity.
 - e. For any Contracts equal to or greater than \$25,000 in addition to the information above:
 - (i) the name of the entity receiving the Contract;
 - (ii) the amount of the Contract;
 - (iii) the transaction type;
 - (iv) the North American Industry Classification system (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - (v) the location of the Contractor;
 - (vi) the primary location in which the Contract is being performed, including the city, state, congressional district and county;
 - (vii) the DUNS number, or name and zip code for the entity headquarters;
 - (viii) the names and total compensation of the five most highly compensated officers of the Contractor if the Contractor received (1) \$25 million or more in annual gross revenue in federal awards; and (2) 80% or more of its annual gross revenues in federal awards; and (3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

V. Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the Contractor assures that it and its subcontractor(s) will cooperate with any representative of the State of New Jersey, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), in the examination of their records that pertain to, and involve transactions relating to this Contract, and agrees that they and their personnel can be interviewed by said entities regarding this Contract and related program.

VI. Enforceability

If a Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of New Jersey may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies for recovery of misspent funds available to the State of New Jersey under all applicable state and federal laws.

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Exhibit “B”



Johnston Communications

Voice & Data 1.800.437.9828

"We Work For Your Business"

AIRBUS DS Communications | home of **VESTA®**

Quote Date: 12/3/2014

Quote No.: JC45943

Site No.: 101845

Account No: 2414

Original Quote Date: 11/6/2014

West Orange Police - NJ

Support Renewal

Customer Information

Customer: West Orange Police

Contact: Capt. Martin

Phone: 973-325-4000

Support Equipment

VESTA Pallas System

Qty.	Part No.	Description	Unit Price	U/M	Total
1	JC-0001-1	VESTA Pallas Software Support Vesta Pallas BCM Crash Kit	\$2,700.00	EA	\$2,700.00
VESTA Pallas Support Equipment Subtotal					\$2,700.00

Quote Summary

PRODUCT	TOTAL
VESTA Pallas System	\$2,700.00
TOTAL QUOTE	\$2,700.00

12-15
January 6, 2015

RESOLUTION

WHEREAS, on or about September 17, 2013, the Township of West Orange Council authorized the Township of West Orange (the "Township") to enter into a Contract for Employee Prescription Drug Insurance (the "Agreement") with Benecard Services, Inc. ("Benecard"); and

WHEREAS, the Township seeks to renew the Agreement with Benecard for a term from November 1, 2014 through October 31, 2015; and

WHEREAS, the terms and conditions of the renewal are set forth in the First Amendment to Agreement, annexed hereto as Attachment "A," including the monthly rates;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the First Amendment to Agreement, annexed hereto as Attachment "A" for the terms, conditions, and rates enumerated therein; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the First Amendment to Agreement; and be it further

RESOLVED that the First Amendment to Agreement shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

I hereby certify funds are available from: _____

Account No.

John Gross, Chief Financial Officer

Adopted: January 6, 2015

Attachment “A”

**FIRST AMENDMENT TO AGREEMENT
TO
PROVIDE FIXED RATE INSURED PRESCRIPTION DRUG MANAGEMENT SERVICES**

THIS AMENDMENT effective November 1, 2014 is entered into by and between **Benecard Services, LLC** ("**Benecard**") and **Township of West Orange** ("**Group**") and amends and modifies the Agreement to Provide Fixed Rate Insured Prescription Drug Management Services effective November 1, 2013 (the "Agreement") by and between the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreement herein contained, Group and Benecard hereby agree as follows:

1. All capitalized terms not defined herein shall have the meanings given them in the Agreement.

2. Section B, Program Charges of ARTICLE III – COMPENSATION; CLAIM PROCESSING; AND PAYMENT, the last sentence of first paragraph is hereby deleted and replaced in its entirety by the following:

Group agrees to pay Benecard for services rendered hereunder the following monthly rates by specified Coverage Category for the period indicated:

For the period November 1, 2014 to October 31, 2015

		Single	Parent/Child	Parent/Children	Member/Spouse	Family
Overage Dependent subgroup	1098	<u>\$156.45</u>				
Overage Dependent subgroup	2098	<u>\$156.45</u>				
Overage Dependent subgroup	3098	<u>\$143.32</u>				
Overage Dependent subgroup	4098	<u>\$143.32</u>				
Overage Dependent subgroup	5098	<u>\$143.32</u>				
Subgroups 1000/1099		<u>\$196.15</u>	<u>\$480.16</u>	<u>\$480.16</u>	<u>\$392.29</u>	<u>\$745.37</u>
Subgroups 2000/2099		<u>\$196.15</u>	<u>\$480.16</u>	<u>\$480.16</u>	<u>\$392.29</u>	<u>\$745.37</u>
Subgroups 3000/3099		<u>\$179.69</u>	<u>\$439.90</u>	<u>\$439.90</u>	<u>\$359.40</u>	<u>\$682.86</u>
Subgroups 4000/4099		<u>\$179.69</u>	<u>\$439.90</u>	<u>\$439.90</u>	<u>\$359.40</u>	<u>\$682.86</u>
Subgroups 5000/5099		<u>\$179.69</u>	<u>\$439.90</u>	<u>\$439.90</u>	<u>\$359.40</u>	<u>\$682.86</u>
Subgroups 7100/8100		<u>\$231.44</u>	<u>\$566.54</u>	<u>\$566.54</u>	<u>\$462.86</u>	<u>\$879.44</u>
Subgroups 9100		<u>\$231.44</u>	<u>\$566.54</u>	<u>\$566.54</u>	<u>\$462.86</u>	<u>\$879.44</u>

3. Add the following to Section B, Program Charges of ARTICLE III – COMPENSATION; CLAIM PROCESSING; AND PAYMENT:

3. Sponsor shall pay the program rates as quoted on a monthly basis as described herein. In the event that actual annual Claim Payments are less than 95% of the fully funded program costs billed by Benecard, Benecard shall return to the Sponsor, as a credit against future program costs, an amount equal to the difference as set out below. This reconciliation shall occur on an annual basis as of the completion of the proposed program year. An example of the calculation is as follows: Total Program Costs Billed and the actual Claim Payments will be reported to the Sponsor. Should actual Claim Payments fall below 95% of the total Program Costs Billed for the contract period, the Sponsor will be entitled to a credit of the full difference between 95% of the Total Program Costs Billed and the actual Claim Payments.

November 1, 2014

Township of West Orange

Benecard Services, Inc. • 3131 Princeton Pike • Building 2B, Suite 103 • Lawrenceville, NJ 08648
(609) 219-0400 • Fax (609) 219-1788 • www.benecard.com

4. Amend ARTICLE IV – TERM; RENEWAL; NON-RENEWAL; TERMINATION; AND REMEDIES as follows:

A. Term: This Agreement is for twelve (12) months, which shall become effective November 1, 2014 and shall continue in full force and effect through October 31, 2015. The anniversary date for this Agreement is November 1, 2015. Group agrees that Benecard shall be the exclusive manager of its prescription drug benefits plan during the term of this Agreement and that it will not contract with any other vendor for similar services to begin before the expiration of this Agreement.

5. All provisions not changed by this Amendment shall remain as stated in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as set forth herein by their respective duly authorized officers or agents as of the date first above written. Group understands and accepts the terms of this Amendment by (i) signing below (by hand or electronically), or (ii) making any payment of the Program Charges after the effective date of this Amendment.

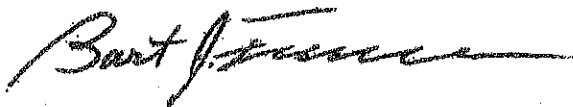
Signed for TOWNSHIP OF WEST ORANGE by:


BY _____

NAME Robert D. Parisi

TITLE Mayor

Signed for BENECARD SERVICES, LLC by



Bart J. Francescone, Executive Vice President

November 1, 2014

Township of West Orange

Benecard Services, Inc. • 3131 Princeton Pike • Building 2B, Suite 103 • Lawrenceville, NJ 08648
(609) 219-0400 • Fax (609) 219-1788 • www.benecard.com

13-15
January 6, 2015

RESOLUTION

WHEREAS, on or about September 17, 2013, the Township of West Orange Council authorized the Township of West Orange (the "Township") to enter into a Contract for Employee Dental Insurance (the "Agreement") with Delta Dental of New Jersey, Inc. ("Delta"); and

WHEREAS, the Township seeks to renew the Agreement with Delta for a term from January 1, 2015 through December 31, 2015; and

WHEREAS, the monthly guaranteed rates for the renewal term are set forth in the Amendment to the Agreement, annexed hereto as Attachment "A;"

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Amendment to the Agreement, annexed hereto as Attachment "A" for the guaranteed rates enumerated therein; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the Amendment to the Agreement; and be it further

RESOLVED that the Amendment to the Agreement shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

I hereby certify funds are available from: _____

Account No.

John Gross, Chief Financial Officer

Adopted: January 6, 2015

14-15
January 6, 2015

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>Date of Event</u>	<u>Place</u>	<u>RL #</u>
W.O.H.S. PTA On Premise 50/50	1.10.15	51 Conforti Avenue	7134
OLOL Bingo	January 2015- December 2015	1 Eagle Rock Avenue	7135
OLOL Pull Tab Raffle	January 2015- December 2015	1 Eagle Rock Avenue	7136
Robert Wood Johnson Univ. Hospital at Rahway Fdn. Off Premise 50/50	April 25, 2015	Wilshire Grand	7137
Seton Hall Prep Mothers Aux. Off Premise Merchandise	May 6, 2015	481 Eagle Rock Ave.	7138
Redwood School PTA Calendar Raffle	January 2015- May 2015	75 Redwood Ave.	7139
Parents Association of MKA Tricky Tray	April 18, 2015	9 Cherry Lane	7139.1
Parents Association of MKA Off Premise Merchandise	April 18, 2015	9 Cherry Lane	7140
Congregation AABJ&D Off Premise Merchandise	May 11, 2015	700 Pleasant Valley Way	7141
West Orange Education Fdn. On Premise 50/50	January 24, 2015 February 27, 2015	429 Eagle Rock Ave.	7142

Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: January 6, 2015

RESOLUTION

WHEREAS, the Chapter 14, Section 11.1 of the Township Code for the Township of West Orange (the "Township") requires the Township to employ a Planning Director with respect to various land use and related issues, including the enforcement of Chapters 14 and 25 of the Township Code ("Planning Director Services"); and

WHEREAS, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses, including the Planning Director; and

WHEREAS, on or about July 17, 2012, the Township Council adopted Resolution No. 155-12, authorizing the Planning & Real Estate firm of Phillips, Preiss, Grygiel, LLC, of Hoboken, NJ (the "Phillips Firm") to provide the Planning Director Services for approximately six (6) months, from July 2012 through December 2012, due to the medical leave of the Township's Planning Director; and

WHEREAS, on or about December 18, 2012, the Township Council adopted Resolution No. 250-12, extending the term of the Phillips Firm to provide the Planning Director Services to the Township for an additional six (6) months, from January 2013 through June, 2013; and

WHEREAS, on or about June 25, 2013, the Township Council adopted Resolution No. 136-13, extending the term of the Phillips Firm to provide the Planning Director Services to the Township for an additional six (6) months, from June 2013 through December, 2013; and

WHEREAS, on or about December 17, 2013, the Township Council for the Township of West Orange adopted Resolution No. 238-13, authorizing a Professional Services Contract with the Phillips Firm for a one (1) year term to provide the Planning Director Services to the Township; and;

WHEREAS, the Phillips Firm currently provides Planning Director Services for the Township pursuant to Professional Services Contract currently scheduled to expire on December 31, 2014; and

WHEREAS, there continues to be an emergent need for a certified and professional planning service for the Township; and

WHEREAS, Paul Grygiel, AICP, PP is prepared to and will continue to be primarily responsible with respect to the Township's Planning Director requirements and duties; and

WHEREAS, there continues to be a need for a Professional Services Contract with the Phillips Firm for at least an additional one (1) year to provide planning director services to the Township;

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the attached Professional Services Contract with the Phillips Firm, and the Township Clerk shall be and hereby is authorized to attest to the Mayor's signature on same; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

Adopted: January 6, 2015

PHILLIPS PREISS GRYGIEL LLC
PROFESSIONAL SERVICES CONTRACT

Client: Township of West Orange, New Jersey

Project: West Orange Development Application Review Services

Project Number: N/A

Date: January 1, 2015

The terms and conditions which govern the performance of services provided by Phillips Preiss Grygiel LLC ("PPG") to the Township of West Orange, New Jersey ("Client") pursuant to this Agreement are set forth below:

1. **Scope of Services.** PPG will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:
 - Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Technical Advisory Committee, and if any submission waivers are warranted
 - Preparation of a completeness review memorandum
 - Attendance at Technical Advisory Committee meetings
 - Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations
 - Analysis of all requested variances and/or exceptions from site plan or subdivision regulations
 - Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues
 - A site visit to the subject property and surrounding area
 - Discussion with Township of West Orange staff and other consultants, if necessary
 - Preparation of an application review letter, if necessary
 - Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda

The above work other than site visits and meetings will be conducted in PPG's office. It is assumed that application materials will be mailed to PPG by Township staff, although PPG will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of PPG will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. PPG will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by PPG at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. **Reimbursable Expenses.** The Client shall pay PPG the actual cost for reimbursable expenses, including printing and reproduction (except as noted in paragraph 2), courier and express delivery service, bulk/special mailings, and travel expenses, including lodging and meals, for work involving travel to places more than fifty (50) miles from PPG's office in Hoboken, New Jersey..
3. **Non-Reimbursable Expenses.** The Client shall not be billed for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from PPG's office in Hoboken, New Jersey.
4. **Invoices and payment.** Invoices shall be sent on a monthly basis starting from the date of execution of the agreement or the date upon which work is initiated on the project, whichever is sooner. Invoices will be submitted to the Client normally by the middle of the month following the month in which the services were rendered. Invoices will include a list of the personnel who furnished services, their billing rates (as specified in paragraph 7) and the number of hours they worked on the assignment. An invoice shall be considered PAST DUE if the invoice is not paid within forty-five (45) days from the date of the invoice. All non-escrow reimbursable fees for

services rendered shall be at a flat fee rate, capped at \$2,400.00 per month. In the event additional payment is sought by PPG for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

5. **Suspension of Services by PPG.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, PPG may suspend performance five (5) days from the date of providing notice to the Client. PPG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), has been replaced.
6. **Client's Request for Cessation of Work.** The Client may, at any time, request in writing that work on the project be terminated. At such time the Client will be billed for all work performed by PPG up to the time such notification is received at the offices of PPG.

7. **Hourly Billing Rates for PPG Staff**

The following shall be the hourly billing rates for PPG staff:

<u>Staff person/Title</u>	<u>Hourly Rate</u>
Paul Phillips, Principal	\$160
Richard Preiss, Principal	\$160
Paul Grygiel, Principal	\$145
Keenan Hughes, Principal	\$135
Elizabeth Leheny, Principal	\$135
Senior Associates	\$130
Senior Urban Designer	\$125
Senior Planner	\$110
Planners	\$100
Graphic Designers	\$100
Computer Specialists	\$50

8. **Fee Duration.** This agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, PPG may adjust the proposed fees, including the hourly billing rates, as specified in paragraph 7 prior to commencement of services.

The hourly billing rates set forth in paragraph 7 shall remain in effect for a period of twelve (12) months from the above date. This agreement shall be for a twelve (12) month period beginning January 1, 2014 and ending December 31, 2014.

Where Lump Sum or Not-to-Exceed Contracts are signed, and the services provided by PPG extend three (3) months beyond the termination date agreed to by PPG and the Client, the quoted prices shall be subject to an increase in accordance with the Consumer Price's New Jersey Metropolitan Area Cost of Living Index, using the date of the Agreement as a base. In the event that a Lump Sum or Not-to-Exceed Contract item is partially completed at such time, the lump sum or not-to-exceed price is to be adjusted, and the balance of the lump sum fee still to be billed as of the termination date agreed to, shall be increased based upon the Cost of Living Index as indicated above.

9. **Indemnification.** PPG agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by PPG's negligent acts, errors or omissions in the performance of professional services under this Agreement. PPG is not obligated to indemnify the Client for the Client's own negligence or intentional acts.
10. **Governing Law—Forum Selection.** The laws of the State of New Jersey, County of Essex will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey, County of Essex.
11. **Entire Agreement—Amendments.** This Agreement comprises the final and complete Agreement between the Client and PPG. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms and conditions contained herein and has authority to enter into this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and PPG.
12. **Term and Termination.** This Professional Services Contract may be terminated by the Township of West Orange through its Business Administrator, or by PPG, on ten (10) days' written notice to the other party.
13. **Headings.** Headings are set forth for the convenience of the parties only, and are not part of this Agreement.

This Agreement is duly signed and executed this _____ day of _____, 20____,
by:

For PPG:

Name

Title

For the Client:

Name

Title

743029_1

R E S O L U T I O N

BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. **1** and final between the Township of West Orange and **Grabowski Construction, Inc. 770 Northfield Avenue, West Orange, New Jersey 07052** for the project **Improvement of Mountain Drive and Portions of Highwood Road** which represents a decrease of \$11,735.30 to a final project cost of **\$413,971.70** from an authorized amount of **\$425,707.00** or a 2.76 percent decrease in the authorized expenditures is hereby approved.

BE IT FURTHER resolved that the Township Engineer is authorized to execute the Change Order.

**Karen J. Carnevale, Municipal Clerk
President**

Jerry Guarino, Council

Adopted: January 6, 2015

December 29, 2014

PROJECT: IMPROVEMENT OF MOUNTAIN DRIVE AND PORTIONS OF HIGHWOOD ROAD**CONTRACTOR: GRABOWSKI CONSTRUCTION, INC.
770 NORTHFIELD AVENUE
WEST ORANGE, NEW JERSEY 07052****CHANGE ORDER NO. 1 & FINAL**

ORIGINAL CONTRACT AMOUNT	\$425,707.00
ADDITIONAL AUTHORIZED AMOUNTS	\$ 0.00
ADJUSTED CONTRACT AMOUNT	\$425,707.00
FINAL CONTRACT PRICE	\$413,971.70
DECREASE IN DOLLARS	\$ 11,735.30
DECREASE IN PERCENTAGE	2.76

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE**AGREED TO BY CONTRACTOR**

GRABOWSKI CONSTRUCTION, INC.**APPROVED BY OWNER**

TOWNSHIP OF WEST ORANGE

17-15
January 6, 2015

R E S O L U T I O N

BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 1 and final between the Township of West Orange and A & J Contractors, 105 Federal Road, Monroe Township, New Jersey 08831 for the project Yale Terrace and Harvard Terrace Roadway Improvements which represents a decrease of \$395.54 to a final project cost of \$318,310.66 from an authorized amount of \$318,706.20 or a 0.12 percent decrease in the authorized expenditures is hereby approved.

BE IT FURTHER resolved that the Township Engineer is authorized to execute the Change Order.

**Karen J. Carnevale, Municipal Clerk
President**

Jerry Guarino, Council

Adopted: January 6, 2015

December 29, 2014

PROJECT: YALE TERRACE AND HARVARD TERRACE ROADWAY IMPROVEMENTS**CONTRACTOR: A & J CONTRACTORS GROUP, INC.
105 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY 08831****CHANGE ORDER NO. 1 & FINAL**

ORIGINAL CONTRACT AMOUNT		\$318,706.20
ADDITIONAL AUTHORIZED AMOUNTS	\$	0.00
ADJUSTED CONTRACT AMOUNT		\$318,706.20
FINAL CONTRACT PRICE		\$318,310.66
DECREASE IN DOLLARS	\$	395.54
DECREASE IN PERCENTAGE		0.12

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE**AGREED TO BY CONTRACTOR**

A & J CONTRACTORS GROUP, INC.**APPROVED BY OWNER**

TOWNSHIP OF WEST ORANGE

18-15
January 6, 2015

R E S O L U T I O N

BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. **1** and final Revised between the Township of West Orange and **Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024** for the project **2014 Street Improvements, Phase 1, Whittlesey Avenue, Mayfair Drive** which represents a decrease of \$53,375.81 to a final project cost of **\$771,624.19** from an authorized amount of **\$825,000.00** or a 6.47 percent decrease in the authorized expenditures is hereby approved.

BE IT FURTHER resolved that the Township Engineer is authorized to execute the Change Order.

**Karen J. Carnevale, Municipal Clerk
President**

Jerry Guarino, Council

Adopted: January 6, 2015

December 30, 2014

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **FINAL CONSTRUCTION CHANGE ORDER**
2014 STREET IMPROVEMENTS, PHASE I
WHITTLESEY AVENUE, MAYFAIR DRIVE

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

My previous correspondence to you for the above referenced project did not include an amount for the asphalt price adjustment as required by statute in the contract. The final contract amount is still below that authorized but restated as follows:

2014 Street Improvements, Phase I, Whittlesey Avenue and Mayfair Drive
CONTRACTOR: REGGIO CONSTRUCTION, INC.

a.	Award Amount	\$825,000.00
b.	Additional Authorized Funds	\$ 0.00
c.	Final Contract Cost	\$771,624.19
d.	Percentage Decrease	6.47

A revised Change Order No. 1 and Final and Resolution are enclosed.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
John Gross
Richard D. Trenk
Kenneth Kayser

file: final construction change order 2

December 30, 2014

PROJECT: 2014 STREET IMPROVEMENTS, PHASE 1, WHITTLESEY AVENUE, MAYFAIR DRIVE

**CONTRACTOR: REGGIO CONSTRUCTION, INC.
1575 WEST STREET
FORT LEE, NEW JERSEY 07024**

CHANGE ORDER NO. 1 & FINAL

ORIGINAL CONTRACT AMOUNT		\$825,000.00
ADDITIONAL AUTHORIZED AMOUNTS	\$	0.00
ADJUSTED CONTRACT AMOUNT		\$825,000.00
FINAL CONTRACT PRICE		\$771,624.19
DECREASE IN DOLLARS	\$	53,375.81
DECREASE IN PERCENTAGE		6.47

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE

AGREED TO BY CONTRACTOR

REGGIO CONSTRUCTION, INC.

APPROVED BY OWNER

TOWNSHIP OF WEST ORANGE

RESOLUTION

BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 2 and final between the Township of West Orange and A & J Contractors, 105 Federal Road, Monroe Township, New Jersey 08831 for the project 2014 Street Improvements, Phase II, Various Streets which represents a decrease of \$181.90 to a final project cost of \$1,180,243.10 from an authorized amount of \$1,180,425.00 or a 0.02 percent decrease in the authorized expenditures is hereby approved.

BE IT FURTHER resolved that the Township Engineer is authorized to execute the Change Order.

Karen J. Carnevale, Municipal Clerk
President

Jerry Guarino, Council

Adopted: January 6, 2015

December 29, 2014

PROJECT: 2014 STREET IMPROVEMENTS, PHASE II, VARIOUS STREETS**CONTRACTOR: A & J CONTRACTORS GROUP, INC.
106 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY 08831****CHANGE ORDER NO. 2 & FINAL**

ORIGINAL CONTRACT AMOUNT	\$ 990,425.00
ADDITIONAL AUTHORIZED AMOUNTS	\$ 190,000.00
ADJUSTED CONTRACT AMOUNT	\$1,180,425.00
FINAL CONTRACT PRICE	\$1,180,243.10
DECREASE IN DOLLARS	\$ 181.90
DECREASE IN PERCENTAGE	0.02

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE**AGREED TO BY CONTRACTOR**

A & J CONTRACTORS GROUP, INC.**APPROVED BY OWNER**

TOWNSHIP OF WEST ORANGE

RESOLUTION

WHEREAS, on May 29, 2014 the Township of West Orange advertised for bids for the project entitled "Moore Terrace Roadway Improvements", prepared by Suburban Consulting Engineers, 100 Valley Road, Suite 202, Mt. Arlington, New Jersey for the Township; and

WHEREAS, on June 5, 2014 the Township received three (3) bids for this project; and

WHEREAS, on June 14, 2014 the Township Council by Resolution No. 127-14 awarded a contract to the lowest responsive bidder, A & J Contractors Group, 105 Federal Road, Monroe Township, New Jersey in the amount of \$560,856.00 which was \$158,828.50 lower than the second responsive bidder Hoer Excavating and Construction of Hopatcong, New Jersey; and

WHEREAS, this project was funded in the 2014 Capital Budget; and

WHEREAS, the bid and contract were based on unit prices; and

WHEREAS, A & J Contractors Group, Inc. proceeded with the improvements associated with this project; and

WHEREAS, by August 9, 2014 the contractor completed all the improvements except for milling the existing asphalt pavement over a concrete base to remain, placing a pavement fabric over the joints in the existing concrete pavement to remain, placing an asphalt leveling course and placing an asphalt surface course over the entire length of the project; and

WHEREAS, through August 9, 2014 the value of the work completed to that date was \$423,902.60; and

WHEREAS, the Municipal Engineer anticipated the remaining work would be completed for less than the \$137,000 which was unexpended as of August 9, 2014; and

WHEREAS, when work continued in mid-November 2014, during the milling process on November 19, it was determined more asphalt existed over the existing concrete base to remain than anticipated which would require additional asphalt leveling the following day, November 20, to construct the road to its final design grade once the pavement fabric was placed over the pavement joints in the concrete base pavement to remain; and

WHEREAS, the additional asphalt pavement leveling was placed at a cost of \$22,941.00 which together with the milling, fabric placement, contracted leveling course and the final pavement course brought the total project cost to \$583,172.60 or \$22,316.60 more than the authorized contract amount of \$560,856.00; and

WHEREAS, these additional costs were due on to the unanticipated field conditions that caused an increase in the amount of asphalt leveling used on this project; and

WHEREAS, by letter dated December 29, 2014, the Municipal Engineer has recommended approval of Change Order No. 1 and Final for the contract Moore Terrace Roadway and Sanitary Sewer Improvement with

A & J Contractors Group, Inc. in the amount of \$22,316.60 or a 3.98 percent increase in the cost of the project; and

WHEREAS, sufficient funds exist for this project; 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 Change Order No. 1 and final which is an increase of \$22,316.60 from the original Contract amount of \$560,856.00 for the project "Moore Terrace Roadway and Sanitary Sewer Improvements" to \$583,172.60 or a 3.98 percent increase from the original Contract amount is hereby approved.

**Karen J. Carnevale, Municipal Clerk
President**

Jerry Guarino, Council

Adopted: January 6, 2015

***I hereby certify funds available from: Account No. 03-2407-14-0060-00
2014 Street Resurfacing***

John Gross, Chief Financial Officer

December 29, 2014

PROJECT: MOORE TERRACE ROADWAY & SANITARY SEWER IMPROVEMENTS**CONTRACTOR: A & J CONTRACTORS GROUP, INC.
106 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY 08831****CHANGE ORDER NO. 1 & FINAL**

ORIGINAL CONTRACT AMOUNT		\$560,856.00
ADDITIONAL AUTHORIZED AMOUNTS	\$	0.00
ADJUSTED CONTRACT AMOUNT		\$560,856.00
FINAL CONTRACT PRICE		\$583,172.60
INCREASE IN DOLLARS	\$	22,316.60
INCREASE IN PERCENTAGE		3.98

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE**AGREED TO BY CONTRACTOR**

A & J CONTRACTORS GROUP, INC.**APPROVED BY OWNER**

TOWNSHIP OF WEST ORANGE

21-15
January 6, 2015

RESOLUTION

WHEREAS, Citifinancial, mortgage company has made an overpayment of
1st, 2nd and credit in the 3rd quarter of 2015 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated

that such mortgage company has requested and is entitled to refunds to the
extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of
West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby
authorized, empowered and directed to cause to be paid to Citifinancial the sums
indicated in full and final satisfaction of overpayment of the 2015 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
57.03	20	Robert & Arlene Simmons 1 Cobane Terrace West Orange, NJ 07052	
Payable to:		Citifinancial 1144 Rt 35 Middletown, NJ 07748	
TOTAL:			\$ 22149.71

Karen J. Carnevale
Township Clerk

Jerry Guarino
Council President

Adopted: January 6, 2015

I hereby certify funds are available from: _____
Account No.

John O. Gross, CFO

RESOLUTION

WHEREAS, there is certain real property located at Block 159.08, Lot 55 in the Township of West Orange (the "Township"), also known as Fairview Avenue Rear ("Property"); and

WHEREAS, by Deed dated December 9, 2013, the Township purchased the property, but the new classification of being Township owned was not recorded in the 2014 Duplicate therefore taxes were still recorded and need to be cancelled for 2014; and

WHEREAS, the Township desires to cancel the real estate taxes on the Property for the the year 2014 totaling \$1,309.70, representing the taxes for the year, due after the Property was transferred to the Township; and

NOW, THERFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that:

1. That f the real estate taxes due on the Property for 2014 are hereby canceled of record.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: January 6, 2015

RESOLUTION

WHEREAS, the Township of West Orange seeks a professional social media and marketing coordinator to continue managing the Township's social media outreach and marketing campaigns, and maintain and administer to same on a day-to-day basis; and

WHEREAS, Perry Bashkoff ("Bashkoff"), of Bashkoff Enterprises, LLC of West Orange, New Jersey, was awarded and did fully perform a contract for the foregoing services for the year 2014; and

WHEREAS, Mr. Bashkoff has formed a new corporation named Buzz1441 Incorporated ("Buzz1441"); and

WHEREAS, Bashkoff, through Buzz1441, has agreed to again provide the foregoing services to the Township, for a term to begin on January 1, 2015 and end on December 31, 2015, on the terms and conditions stated in the proposed contract annexed hereto as **Attachment "A,"** for a sum total of \$24,000, to be paid in monthly installments of \$2,000; and

WHEREAS, the annual cost of the proposed contract does not exceed the bid threshold of \$25,000 set forth in N.J.S.A. 40A:11-3, and the proposed contract has therefore not been publicly advertised; and

WHEREAS, the Township's Public Information Officer/Communications Director recommends retention of Bashkoff, and believes the Township and its residents would benefit from an ongoing social media outreach and marketing campaign to alert and engage residents regarding events and issues relating to the Township;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does award a contract for social media coordination services to Buzz1441, to be executed in the form annexed hereto as Attachment "A"; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement between the Township and Buzz1441, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

RESOLVED that this award shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

Adopted: January 6, 2015

ATTACHMENT “A”

BUZZ1441, INCORPORATED CONSULTANT AGREEMENT

This CONSULTANT AGREEMENT (“Agreement”), effective as of January 1, 2015 (“Effective Date”), is made by and between the Township of West Orange, with principal offices at 60 Main Street, West Orange, NJ 07052 (hereinafter referred to as the “Township”) and Buzz1441, Incorporated, a New Jersey Corporation with its principal offices at 38 Old Indian Rd., West Orange, New Jersey 07052 (“Buzz1441” or “Consultant”).

WHEREAS, the Township wishes to engage Consultant to provide the Services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES.

1.1 Performance of Services. The Consultant will represent the Township during the Term (as defined below) and will advise and assist the Township as its exclusive marketing and social media consultant. During the Term, the Township shall not engage in any agreement with any third party as consultant for the Services (as defined below) outlined herein, without the prior written consent of the Consultant. The Consultant's duties and responsibilities shall be outlined in Section 1.2 below (collectively, the “Services”).

1.2 The Services. The Consultant will assist the Township with the following:

1.2.1 Social Media Services.

- 1.2.1.1 Ongoing maintenance and administration of social media profiles (Facebook, Twitter, Instagram and YouTube) which includes 24-hour monitoring of profiles, daily postings and interactions (both directed by the Township and organically based on preset parameters), ongoing graphic creation and trafficking of inquiries to proper town representatives.
- 1.2.1.2 Ongoing maintenance and administration of West Orange Jitney Facebook Group and text alert service.
- 1.2.1.3 Work with Township representatives to create digital/physical outreach campaign, memos, signage, etc. encouraging local businesses to engage with the Township’s social media properties and to connect with other businesses in the Township’s social ecosystem.

1.2.2 Marketing Services.

- 1.2.2.1 Create and launch marketing/advertising outreach campaign highlighting diversity of Township residents (i.e., “This is West Orange”).
- 1.2.2.2 Increase awareness and adoption of Shop West Orange program. Promote existing local businesses, working with committees to bring new businesses to the Township.
- 1.2.2.3 Creation of additional digital/physical West Orange infographics identifying specific locations, attractions, and more to be used in all outreach and press efforts.
- 1.2.2.4 Creation of additional video assets as needed or desired for marketing campaigns and initiatives.
- 1.2.2.5 Bridge gap between Township and Board of Education to rally community behind public school initiatives, sports, and events.
- 1.2.2.6 Continue working with local realtors to educate and entice potential residents to make West Orange their home, raise their families, start businesses, and become active in the community.
- 1.2.2.7 Expansion of “Tax Facts” program (launched in 2014) to continue providing education regarding municipal taxes to Township residents.
- 1.2.2.8 Lead group that will create, market, and distribute products that will foster pride and a sense of community within the Township.

- 1.3 The parties agree that Perry Bashkoff shall be the primary consultant with respect to the performance of the Services. The Township and the Consultant agree that the Consultant shall not be an agent of the Township and may not bind or obligate the Township in any way. The Township further agrees that the Consultant is being engaged hereunder to provide the Services described above solely to the Township, and the Consultant shall have no duty or liability to any other person in connection with this Agreement.

2. COMPENSATION.

As compensation for the Services, the Consultant will receive the following fees:

- 2.1 Cash Retainer. The Township will pay to the Consultant a sum total of \$24,000.00 to be paid in twelve (12) equal installments of \$2,000.00. The Consultant shall issue monthly invoices to the Township within 10 days of the close of each calendar month. The Township shall remit payment in accordance with the terms of the invoice, or within 30 days of receipt of the invoice from the Consultant.

3. EXPENSES

The Township agrees to reimburse the Consultant for all reasonable and documented out-of-pocket expenses incurred in carrying out the terms of this Agreement. Out-of-pocket expenses

may include but are not limited to travel, meals, lodging, postage, printing, secretarial and similar administrative or operating expenses. Out-of-pocket expenses will be payable upon invoicing by the Consultant. The aggregate of all costs and expenses for a calendar year will not exceed \$250.00 without the Township's written consent.

4. TERM

- 4.1 This Agreement will become effective as of the Effective Date and will, unless sooner terminated as set forth herein, remain effective through the end of the calendar year 2015.

5. TERMINATION

- 5.1 Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within 10 days following written notice to the breaching party; (d) if Perry Bashkoff ceases to be a majority owner and/or primary consultant as set forth in Section 1.3; or (e) if the Consultant maintains and/or administers the Township's social media profiles in a manner inconsistent with that set forth in Section 1.2.1.1.
- 5.2 Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations which survive this termination as noted in Section 11.8 hereof.

6. MUTUAL NON-DISCLOSURE

- 6.1 Disclosure of Confidential Information. Each party hereto and/or such party's affiliates or representatives ("Discloser") may, from time to time, disclose to the other party and/or its affiliates or representatives ("Recipient") certain Confidential Information (as defined below) for the purpose of carrying out the obligations set forth in this Agreement (the "Purpose"). As set forth more fully below, **it shall be the obligation of the Discloser to advise the Recipient when Confidential Information is being disclosed.**
- 6.2 Definition of Confidential Information. As used herein, "Confidential Information" means, collectively, any information from the Township which is subject to an exception from public disclosure under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq., and/or information from Consultant regarding materials provided that at the time of disclosure are designated by the Discloser as confidential or proprietary. For example and without limitation, Confidential Information shall include (a) any technical and non-technical information and materials related to Discloser's business and Discloser's current, future and proposed products and services, including information concerning research, development, design details and specifications, trade secrets, financial information, software (whether in source code or object code form) engineering information, customer lists, business strategy and forecasts, sales information and marketing plans and (b) any information and materials Discloser has received from third parties which Discloser is obligated to treat as confidential or

proprietary. DISCLOSER PROVIDES ALL INFORMATION SOLELY ON AN "AS IS" BASIS WITHOUT WARRANTIES, EXPRESS OR IMPLIED.

Discloser hereby expressly disclaims all warranties, including any implied warranties of merchantability and fitness for a particular purpose and any warranties arising out of course of performance, course of dealing or usage of trade.

Confidential Information shall not in any event include information or material that: (i) was in the public domain when communicated to Recipient; (ii) enters the public domain through no fault of Recipient; (iii) was in Recipient's possession free of any obligation of confidence when communicated to Recipient; (iv) is rightfully communicated to Recipient by a third party free of any obligation of confidence to Discloser; or (v) is developed by or on behalf of Recipient independently of and without reference to any of Discloser's Confidential Information.

- 6.3 General Obligations. Recipient shall not use Discloser's Confidential Information for any purpose other than the Purpose. Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. Recipient shall permit access to the Confidential Information only to its directors, employees/contractors and advisors, and those of its affiliates, who need to know the same in connection with the Purpose. Recipient shall be responsible and liable for acts and omissions of such persons in respect of the Confidential Information.
- 6.4 Exception to General Obligations. Recipient may disclose Discloser's Confidential Information as required by law or governmental authority, but only if Recipient: (i) gives Discloser reasonable advance notice of such disclosure to the extent possible according to the terms of the applicable law or other governmental authority; (ii) cooperates with Discloser's reasonable efforts to resist or narrow such disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded Discloser's Confidential Information; and (iii) furnishes only that portion of Discloser's Confidential Information that Recipient is legally compelled to disclose according to advice of its legal counsel.

7. OWNERSHIP.

The Township is the sole and exclusive owner of all Intellectual Property Rights therein. All Properties created as a direct result of the Services will be deemed a "work made for hire" as defined in Section 101 of the United States Copyright Act (as amended). To the extent that title to any of the Properties do not vest in the Township as the author or such works may not be considered "works made for hire," all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to the Township by Consultant, and Consultant hereby irrevocably and unconditionally waives all enforcement of such rights.

8. REPRESENTATIONS AND WARRANTIES.

Both parties represent and warrant to each other that they each: (i) have the power and authority to enter into and perform their respective obligations under this Agreement; and (ii) have no restrictions that would impair their ability to perform their obligations under this Agreement.

9. INDEMNIFICATION.

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, representatives, licensees, and authorized agents ("Indemnitee") from and against any and all third party claims, liability, damages, costs and expenses (including reasonable attorneys' fees), arising out of, related to, or in connection with Indemnitor's breach of any representation or warranty in the Agreement. Indemnitee will promptly notify the Indemnitor in writing of any such claim. Indemnitee shall give Indemnitor sole control over the defense and/or settlement of any such claim, except that the Indemnitor will not agree to any settlement or compromise that would require Indemnitee to make any payments, bear any obligations, or admit to any liability or wrongdoing on the part of Indemnitee unless Indemnitor obtains Indemnitee's prior written approval.

10. LIMITATION OF LIABILITY.

EXCEPT FOR WILLFUL VIOLATION OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

11. GENERAL PROVISIONS.

- 11.1 Notices and Consent. All notices in connection with this Agreement shall be in writing and deemed given when personally delivered, upon confirmed receipt when delivered electronically or via facsimile, or three (3) days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address provided above or such other address last provided by written notice. Wherever in this Agreement written approval or consent is required, either party may give such approval or consent via e-mail.
- 11.2 Assignment. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party except that either party may freely assign this Agreement in its entirety to its parent company, any subsidiary in which it holds a majority voting interest, or in connection with any acquisition, merger, consolidation, reorganization, or any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred.
- 11.3 Independent Contractors. The parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party may create any obligations or responsibilities on behalf of the other party.
- 11.4 Force Majeure. Either party will be excused from a delay in performing, or failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include but are not limited to acts of God, war, riot, power failures, fires, and floods.
- 11.5 Waiver. No waiver by either party of a breach of any provision hereof will be taken or held to be a waiver of any other breach of such provision or a waiver of the provision itself.
- 11.6 Severability. If any portion of this Agreement is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the

minimum extent necessary so that this Agreement shall reflect as nearly as possible the original intention of the parties and the remainder of this Agreement shall remain in full force and effect.

- 11.7 Governing Law. The Agreement and any dispute relating thereto shall be governed by and construed in accordance with the laws of the State of New Jersey except as to matters preempted by Federal law, and in that event as to the specific matters that are preempted by Federal law, the Agreement and any dispute relating thereto shall be governed and construed in accordance with Federal law.
- 11.8 Venue. The parties agree that any claim, action or dispute, whether at law or in equity, between them and arising out of the Agreement shall be adjudicated in the Superior Court of New Jersey, Essex County, or in the United States District Court for the District of New Jersey.
- 11.9 Survival. The provisions of Sections 6, 7, 8, 11.5, 11.6, 11.7, and 11.8 of this Agreement shall survive the expiration of the Term or the termination of this Agreement.
- 11.10 Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes and cancels all other agreements, whether oral or written. Otherwise, this Agreement may only be amended by a subsequent written agreement signed by both parties hereto.
- 11.11 Contract Acceptance; Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Township of West Orange

Buzz1441, Inc. (the "Consultant")

Robert D. Parisi, Mayor

Printed Name & Title

Signature

Signature

Date

Date

Attest:
Karen J. Carnvevale,
Municipal Clerk

RESOLUTION

WHEREAS, the Township of West Orange (the "Township"), through the Township's Fire Department, provides emergency ambulance transport services to residents and visitors of the Township; and

WHEREAS, provision of the foregoing services entails substantial annual cost, the cost of which can be offset by charging medical insurance companies a user fee for ambulance transport services; and

WHEREAS, following competitive bidding, by adoption of Resolution 160-13 on August 20, 2013, the Township authorized the award of a third-party billing contract to Revenue Guard, a New Jersey corporation with a principal business address of 50 U.S. Highway 9, Morganville, New Jersey, 07751 ("RevGuard"); and

WHEREAS, pursuant to the Township's agreement with RevGuard, RevGuard is responsible for all costs related to software utilized in connection with the third-party billing services provided to the Township by RevGuard; and

WHEREAS, the software currently utilized in connection with the third-party billing services provided to the Township by RevGuard is owned by emsCharts, Inc. ("emsCharts"); and

WHEREAS, emsCharts has requested that the Township execute a Service Agreement in the form annexed hereto as **Attachment "A"**; and

WHEREAS, the foregoing Service Agreement, in accord with the Township's agreement with RevGuard, provides that RevGuard shall pay all costs associated with the software provided by emsCharts;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize execution of the Service Agreement, to be executed in the form annexed hereto as **Attachment “A”**; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement between the Township and emsCharts, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that this Resolution shall be published and made available in the Clerk’s Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: January 6, 2015

ATTACHMENT “A”

emsCharts Service Agreement

THIS AGREEMENT (the “**Agreement**”) effective upon execution, is made and entered into by and between **the Township of West Orange** (“**Customer**”) and emsCharts, Inc (“**Vendor**”), a Pennsylvania corporation.

WHEREAS, Vendor has established and operates a proprietary web-based computer patient charting system (“**emsCharts**”), that allows customers to create, maintain, access, manage and report information related to emergency medical care transport and other medical services; mobile data collection software for laptop and tablet computers (emsCharts Mobile) that allows onsite patient data collection, and other modules associated with emsCharts (emsCharts Modules), together the “**emsCharts System**”.

WHEREAS, Customer desires to utilize these software products to assist in creating, maintaining, accessing, managing and reporting pre-hospital medical and operational information;

WHEREAS, Customer has a relationship with the Third-Party Revenue Guard, which will provide payment for part or all of Products in accordance with any agreements between Third Party and Customer.

NOW, THEREFORE, Customer and Vendor agree as follows:

1. SERVICES PROVIDED BY VENDOR

1.1 Website. Customer and its authorized users (as defined and limited in Section 3.2 of this Agreement) shall be given access to the emsCharts website at all times except when unavailable due to upgrades or repairs/maintenance. The website shall provide Customer and its authorized users access to a proprietary computerized system for data input, manipulation and standard report generation per Vendor specifications.

1.2 Modifications/Customizations. Customer accepts the emsCharts System with the standard functionality, reports, and queries existing at the time of purchase. If Customer requests custom functions, reports or queries, Vendor will advise Customer if such enhancements are currently being developed or will be placed on a future development list. If at that time Vendor does not plan to develop the enhancements as part of product standard features, Customer and Vendor may agree that Vendor will provide the enhancements for a development fee. No work on a Customer-requested enhancement will be undertaken unless Customer agrees in writing in advance to the scope and estimated cost of the enhancement. All enhancements, including all enhancements requested and paid for by Customer, shall become the property of Vendor and may be incorporated into versions made available to other customers.

1.3 Documentation and Training. Vendor shall supply Customer with user manuals containing specifications and instructions. Vendor shall also provide Customer and its authorized users phone and web-based administrative support and configuration training for Vendor’s products which Customer has purchased.

1.3.1 On-site training can be provided on a time and expense basis per mutual agreement of Customer and Vendor.

1.4 Customer Support. General phone support is available during Vendor regular business hours. Emergency phone support is available 24 hours per day, 7 days per week, through a designated communication center.

1.5 System Performance and Maintenance. System performance and maintenance shall be subject to the "Service Levels and Maintenance Guidelines" set forth in Attachment A.

1.6 State Reporting. Vendor shall provide a means of collecting and transmitting Customer's pre-hospital data to any state regulatory body or designee in compliance with reasonable state regulations and requirements.

2. CUSTOMER OBLIGATIONS

2.1 Hardware and Software. For each workstation from which Customer desires access to emsCharts, Customer shall provide and install at its own expense hardware and software meeting the specifications set forth in the User Manual.

2.2 Internet Access. Customer shall be responsible for obtaining and paying for physical connections of the computers to the Internet.

2.3 Upgrades. Customer shall be responsible to purchase and/or install any upgrades to hardware or software necessary to access future versions of the emsCharts System including but not limited to updated Operating Systems, Web Browsers, and adequate CPU, RAM, and Hard Drive space. Vendor agrees to provide Customer with at least six (6) months notice of any changes that may require modifications to Customer's hardware or software.

2.4 Customer Representative. Customer shall designate a representative of Customer ("Customer Representative") to communicate with Vendor's project manager to facilitate the performance of this Agreement.

3. LICENSE AND RESTRICTIONS ON USE

3.1 Grant of License. Upon receipt of applicable Service Fees by Third Party and subject to the terms of this Agreement, Vendor grants to Customer a non-exclusive, non-transferable, limited license to access and use emsCharts only in the following manner: (a) by Customer and its authorized users remotely accessing the emsCharts website; (b) for bona fide purposes relating to the input, manipulation and reporting of patient, other clinical and operational data created and modified by Customer and its authorized users, and for no other purposes; and (c) during the Term.

3.2 Authorized Users.

3.2.1 Vendor shall give administrative rights to the Customer Representative or other Customer designee to establish user passwords for persons and entities Customer authorizes to input and/or access its data ("authorized users"). Customer shall have exclusive control over the designation of authorized users. Customer and its authorized users are responsible for maintaining the confidentiality of all passwords.

3.2.2 Customer is responsible to assure that its authorized users comply with the limitations of use set forth in Sections 3.2, 4.1, 4.2 and 4.3 of this Agreement and to enter into any confidentiality agreement(s) with its authorized users that may be required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), or other federal or state law.

3.2.3 In no event shall Customer or any authorized user knowingly allow access to emsCharts by any unauthorized user or by any person or entity who/that makes, markets, distributes or has any ownership or other economic interest in any service or product that would compete with the service(s) and product(s) provided under the terms of this Agreement, except with written prior approval from Vendor.

4. DATA

4.1 Ownership of Data. All data entered by Customer shall be considered the property of Customer and shall be kept confidential by Vendor.

4.2 Access to Data. Only Customer and its authorized users may access Customer data. Vendor shall not be responsible for the unauthorized, illegal, or improper dissemination or use of data by Customer or its authorized users.

4.3 Protected Health Information. It is recognized by the parties that data entered by Customer and its authorized users will include "Protected Health Information" as that term is defined in HIPAA regulations at 45 CFR § 164.501. Vendor agrees to comply with applicable provisions of HIPAA as more fully set forth in the attached Business Associate Agreement.

4.3.1 Vendor represents that its software, database, servers and communication protocols and procedures, when properly utilized in accordance with this Agreement and emsCharts' User Manual, meet the security standards established by HIPAA for the protection of Protected Health Information.

4.4 Transfer and Removal of Data. Upon termination of this Agreement by either party for any reason, or at any time requested by Customer in writing during the Term of this Agreement, Vendor shall transfer all data to Customer within thirty (30) days in a mutually agreed format. If Customer and Vendor cannot agree upon a format within thirty (30) days, Vendor shall have the right to transfer or store Customer's data in a generally accepted format such as XML. After termination and transfer of data to Customer, or at any other time requested

by Customer, Vendor shall remove any and all Customer data from its servers unless such removal would violate a court order, law, regulation or other legal prohibition.

4.5 License to Data. Vendor will have a world-wide license to use Customer data entered into the emsCharts System on a royalty-free, perpetual use, and transferable license from Customer to Vendor. The transferability of the license will be limited to any parent or affiliated entity to Vendor that has common significant ownership. Significant for purposes of this section will be defined to be 50% plus one share ownership.

4.6 HIPAA Compliance. Vendor's license to use data will be on a HIPAA de-identified basis as determined and regulations change time to time as to protected healthcare information and privacy.

5. FEEES

5.1 Monthly Access Fees. Customer agrees to pay the fees set forth in the attached emsCharts Price Quote (herein referred to as Attachment C) which are indicated to be invoiced to Customer. Customer agrees to make full payment within 30 days of the date of invoice and pay reasonable interest on any balance not paid within 30 days, except when the balance is subject to reasonable challenge by Customer made in good faith. Customer will not be responsible for fees indicated on Attachment C which are billed to the Third Party.

5.2 Other Charges/Costs. Customer is responsible for and shall pay all Internet connectivity and service charges and all other costs associated with obtaining and maintaining the required hardware and software required to access the emsCharts System. In addition, Vendor may charge Customer on a monthly basis increased costs associated with HIPAA costs associated with regulatory compliance as to protected healthcare information and security that is otherwise excluded from fees or pricing of fees in Attachment C. These costs will be allocated and amortized over all Vendor charged ePCR charts completed for all its customers.

6. Vendor's PROTECTED PROPERTY

6.1 No Transfer of Rights. All title and applicable common law and statutory rights in and to emsCharts, emsCharts Mobile, and emsCharts Modules including, but not limited to, rights in confidential and trade secret material, Screen Shots, Screen Layouts, business logic, source code, object code, user manuals, specifications, trademarks, service marks, logos, patents and copyrights, if any, and all derivative works therein shall, as between Customer and Vendor, be and remain the property of Vendor, and Customer will have no right, title or interest in any such property ("Vendor's Protected Property").

6.2 Forbidden Acts. Customer agrees not to copy, distribute, sell, reproduce, alter, enhance, modify, and reverse engineer or use for any purpose other than the legitimate purposes authorized by this Agreement, any Vendor Protected Property. Customer also agrees not to develop comparable or competitive products.

6.3 Acts Allowed by Licensee. Notwithstanding the above, in the exercise of the rights and license granted hereunder, Customer may print or download management reports, patient care reports, and forms from emsCharts, provided that Customer keeps intact all copyright and other proprietary notices.

6.4 Acknowledgement of Rights. Customer acknowledges that Vendor's property rights in and to emsCharts, emsCharts Mobile, and emsCharts Modules are valuable and unique and that such property rights are protected. Customer also acknowledges that it will preserve and protect the confidentiality of these products. In protecting the confidentiality of the emsCharts System, customer shall, at a minimum, exercise the same degree of care and take the same actions that Customer exercises and takes with regard to the preservation and protection of its own confidential information and proprietary rights, but not less than a reasonable degree of care.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be considered effective as of the date first written above (the "Effective Date") and shall continue in effect until terminated pursuant to the terms of this Agreement.

7.2 Termination Without Cause. At any time after the Effective Date, Customer shall have the right to terminate this Agreement for any reason or no reason upon thirty (30) days written notice to Vendor and Vendor shall have the right to terminate for any reason or no reason upon one hundred eighty (180) days written notice to Customer.

7.3 Termination For Cause. Either party may terminate this Agreement upon thirty (30) days written notice if the other party is in default of any material term of this Agreement. A party shall be in default of any material term if it has failed to comply with such term for at least thirty (30) days after receipt of a written description of the failure by the other party.

7.4 Termination of Product. At any time after the Effective Date, Vendor shall have the right to terminate its involvement with or discontinue marketing and/or maintaining the emsCharts System. Under such circumstances, Vendor will use its best efforts to give Customer not less than one hundred eighty (180) days prior written notice of termination of this Agreement and to either find alternate means of providing the same or similar services to Customer or to provide any source code necessary for Customer to create software or transfer or download data to another software product that can produce similar functionality for Customer. The provisions of such source code for the limited purposes set forth in this paragraph shall not transfer to Customer any ownership interest in the source code and shall not affect Vendor's ownership rights in the source code and the emsCharts System.

7.5 Termination of License. Upon termination of this Agreement for any reason, Customer's license to access and use the emsCharts System and the right or authority of any other users designated or authorized by Customer to access and use emsCharts shall cease immediately. Thereafter, neither Customer nor any user designated or authorized by Customer

shall access or use emsCharts for any reason or purpose without the express written authorization of Vendor.

7.6 Survival after Termination. The obligations, limitations and restrictions set forth in Sections 4.1, 4.2, 4.3, 4.4, 5, 6.1, 6.2, 6.4, 7.4, 7.5, 9.1, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3 and 10.4 of this Agreement shall survive any termination of this Agreement.

8. WARRANTIES

8.1 Limited Warranty. Vendor represents and warrants that:

- (a) it is a corporation in good standing under the laws of Pennsylvania with full authority to execute and perform this Agreement; and
- (b) emsCharts, emsCharts Pocket, emsCharts Mobile, and emsCharts Modules will perform in accordance with the specifications provided as part of the User Manual and in accordance with the Maintenance and Service Level Guidelines set forth in Attachment A.

8.1.1 This limited warranty shall not apply if Customer has not complied with all the requirements of this Agreement, including the hardware and software requirements set forth in the User Manual.

8.2 No Other Warranties. **THE LIMITED WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER ARISING BY COURSE OF DEALING, PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

8.3 No Oral or Conflicting Warranties. No Vendor employee or representative is authorized to make any promise or warranty to Customer that differs from or adds to the warranties set forth in this Agreement, and no such promise or warranty shall be effective unless set forth in writing and signed by an officer of Vendor.

9. DAMAGES, LIABILITY, LEGAL REMEDIES

9.1 Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall Vendor (or any member, officer, employee, agent or other representative) have obligations or liability to Customer or any other person for loss of profits, loss of use, loss of good will, or incidental, special or consequential damages or costs associated therewith, whether based in contract, tort, strict liability, or any other theory or form of action arising out of or in connection with any service, product, act, inaction, duty, warranty, promise, obligation or representation of Vendor (or any member, officer, employee, agent or other

representative), even if Vendor has been advised of, knew or should have known of the possibility thereof.

9.2 Limitation of Damages. Damages for non-performance are limited to the damages set forth in Attachment A. If for any reason it is determined that Vendor is liable to Customer for money damages, in no event shall the liability of Vendor (or any member, officer, employee, agent or other representative) in connection with any loss of data, service, product, act, inaction, duty, warranty, promise, obligation or representation, exceed the greater of (i) the actual amount paid by Customer to Vendor under this Agreement; or (ii) the amount of insurance proceeds payable to Customer under Vendor's policies.

9.3 Applicable Law and Jurisdiction. Subject to the limitations of Section 9.4, the parties agree that any claim, action or dispute, whether at law or in equity, between them and arising out of this Agreement or the existence, use, condition, validity, function or operation of emsCharts, and emsCharts Mobile shall be governed by the laws of New Jersey and shall be brought only in the Superior Court of New Jersey, Essex County, or in the United States District Court for the District of New Jersey. By executing this Agreement, Customer, and Vendor submit themselves to the jurisdiction of the Superior Court of New Jersey, and/or the United States District Court for the District of New Jersey for all legal and equitable matters arising out of this Agreement and the existence, use, condition, validity, function or operation of emsCharts, and emsCharts Mobile.

9.4 Optional Arbitration. In the event of a dispute arising in connection with this Agreement, including the breach thereof, if the parties agree in writing, the dispute may be resolved by binding arbitration according to the rules of the American Arbitration Association at an arbitration proceeding conducted in Pittsburgh, Pennsylvania. The award of the arbitrator(s) may thereafter be entered in any court having jurisdiction thereof.

10. ACCESS TO BOOKS AND RECORDS

10.1 Vendor Documents. Vendor agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Vendor and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Vendor agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Vendor agrees to promptly notify Customer of any request it receives for access to Vendor records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Customer deems such request to be inappropriate, then it may file an objection. Any proceeding regarding Customer objections will be pursued at Customer's sole cost and expense, provided, however, that Vendor will provide reasonable cooperation with Customer.

10.2 Customer Documents. Customer agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the

Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Customer, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Customer agrees to retain such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Customer agrees to promptly notify Vendor of any request it receives for access to Customer records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Vendor deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding Vendor objections will be pursued at Vendor's sole cost and expense, provided, however, that Customer will provide reasonable cooperation with Vendor.

10.3 Subcontractors. Vendor and Customer agree that their subcontractors will similarly be required by them to retain and give access to similar books, documents and records.

10.4 Compliance with Requests. Compliance with any governmental request for information shall not provide a basis for a claim for any compensation under this Agreement.

11. MISCELLANEOUS

11.1 Assignment. The rights and obligations of either party under this Agreement shall not be assignable, whether by contract, merger, operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, the rights and obligations of either party may be assigned to a successor corporation or entity of either party or a corporation or entity that purchases or obtains all or substantially all of the assets of either party. Vendor may also assign its rights and obligations to a corporation or other entity wholly or partly owned by Vendor.

11.2 Force Majeure. If the performance of any party to this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, hurricane, tornado, snow, riot, war, conflict, fire, judicial or governmental action, labor disputes, interruption of telephone lines or electronic delivery systems, software or computer hardware defect or viruses (not caused by Vendor or someone under the control of Vendor), acts or omissions of third parties outside the control of Vendor (including but not limited to acts or omissions of any third party service provider or equipment vendor, messenger service or telephone carrier), acts of God, or any other causes or conditions reasonably beyond the control of either party, that party shall be excused from such performance to the extent and for the time period that such performance is prevented, hindered or delayed by such causes.

11.3 Entire Agreement. This Agreement constitutes the full understanding and entire agreement between the parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement shall be binding unless made in writing and signed by both parties.

11.4 Notices. All notices which either party may be required to give the other party shall be in writing and delivered personally, or sent registered or certified mail, postage prepaid,

return receipt requested, or sent by facsimile or telecopier machine (provided no errors are reported in transmission) to the following:

Customer:

Title: _____
Address: _____

Phone: _____
Fax: _____

emsCharts, Inc.:

125 Warrendale Bayne Rd, STE 100
Warrendale, PA 15086
Tel: (412) 647-4895
Fax: (724) 933-9333

11.5 No Third Party Beneficiaries. Nothing in this Agreement shall be construed as creating or granting rights or benefits hereunder to anyone other than Customer and Vendor.

11.6 Notification of Adverse Events. Each party shall be obligated to immediately notify the other if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization, or if it is sanctioned or disciplined by any such agency or organization.

11.7 Independent Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision of this Agreement is determined to be invalid and/or contrary to any existing or future law, regulation, rule and/or order, such invalidity shall not impair the operations of, or affect those portions of this Agreement which are valid.

11.8 Independent Contractors. Neither party intends, and nothing contained herein shall be construed, to create a joint venture, partnership or principal and agent relationship between the parties, and accordingly, neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Township of West Orange

emsCharts, Inc.

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

Dated: _____

Dated: _____

ATTACHMENT A

MAINTENANCE AND SERVICE LEVEL GUIDELINES

I. DEFINITIONS

- A. “Regular or Peak Hours”: The hours of 7:00 a.m. to 11:00 p.m. (based on Eastern Standard Time or Eastern Daylight Savings Time, whichever is currently applicable)
- B. “Non-Peak Hours”: All other hours in a day that are not “Peak Hours.”
- C. “Non-Critical System Maintenance”: Maintenance that is not necessary to maintain the integrity of data or system stability.
- D. “Critical System Maintenance”: Maintenance that is necessary to maintain the integrity of data or system stability.
- E. “Critical Problem”: Any problem encountered by Customer that materially and adversely interferes with Customer’s use of emsCharts, and emsCharts Mobile
- F. “Non-Critical Problem”: Any problem encountered by Customer involving the use of emsCharts, and emsCharts Mobile that does not materially or adversely interfere with Customer’s use.

II. MAINTENANCE AND REMEDIAL WORK

- A. Scheduled and Non-Scheduled Maintenance.
 - 1. Non-Critical System Maintenance. Vendor will use best efforts to carry out Non-Critical System Maintenance during Non-Peak hours. If downtime is anticipated to be less than 15 minutes, at least 4 hours prior notice will be given as an application message on the system. If downtime is anticipated to be between 16 and 90 minutes, at least 24 hours prior notice will be given using both application messages and email notification to the service administrator as listed by Customer in the application configuration. If downtime is anticipated to be greater than 90 minutes, at least 72 hours prior notice will be made using both application messages and email notification to the service administrator as listed in the application configuration.
 - 2. Critical System Maintenance. Critical system maintenance may be performed whenever it is deemed necessary by Vendor to maintain the integrity of data or the stability of the system.

B. Remedial Work.

1. Critical Problem. In the event of a critical problem, Vendor will use all efforts to correct a verifiable, reproducible problem within 1 business day (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.
2. Non-Critical Problem. In the event of a non-critical problem, Vendor will use reasonable efforts to correct a verifiable, reproducible non-critical problem within 5 business days (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.
3. Exclusions. Vendor's obligations to correct problems, make repairs, provide maintenance or provide other services (the "remedial work") shall not include:
 - (a) remedial work for anything other than to emsCharts, and emsCharts Mobile software.
 - (b) Any remedial work in any way required by or related to the following:
 - (1) Customer or Customer's representative's designs, specifications or instructions;
 - (2) Customer failure to fulfill any of Customer obligations or responsibilities under the Agreement;
 - (3) Failure by Customer to comply with Vendor's written instructions or recommendations;
 - (4) Customer or any Customer's designated third party using or combining any component of emsCharts, and emsCharts Mobile with any incompatible product or service that does not properly exchange data with emsCharts;
 - (5) Alteration or improper use of emsCharts, and emsCharts Mobile by Customer or others;
 - (6) A failure to use or install error corrections, repairs, updates or upgrades or take other reasonable actions recommended by Vendor so that products functions properly;
 - (7) Customer's own hardware, software, equipment or facilities
 - (8) Design or manufacturing defects in any products or services not made and provided by Vendor;

- (9) A failure of a Customer local area network or wide area network that prevents the transmission of data intended for review at the destination. This includes any disruptions of Customer telephone lines, Customer ISP connections to the Internet and any electronic delivery systems that constitute the "Internet backbone."
- (10) Anything beyond Vendor's reasonable control. This includes, but is not limited to, any acts of God, widespread power outages or telecommunication disruptions, and/or the illegal activity of virus writers and/or "hackers" who deliberately produce material/actions that disrupt the connectivity between Customer and Vendor, including a denial of service attack.
- (11) Any planned downtime or maintenance communicated by Vendor to Customer. Communication may include notices on Vendor's web site.

III. SERVICE LEVEL COMMITMENT

- A. Availability Commitment - Definition and Calculation. emsCharts shall be Available for Customer Usage 98% of the time during any one calendar month. "Available for Customer Usage" means that emsCharts is functioning and is not subject to "Downtime." "Downtime" equals the time during which emsCharts is functioning with a Critical Problem or not functioning due to a Critical Problem. Downtime will commence when Customer notifies Vendor that emsCharts is unavailable for use as a result of a Critical Problem. Downtime will end as soon as the Critical Problem is cured and emsCharts is available for use without a Critical Problem. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Availability.
- B. Availability Commitment - Performance and Remedy. In the event that Vendor does not meet its Availability Commitment during any calendar month during the Term, Customer's next monthly invoice shall be reduced by 10% plus an additional 1% for each 1% increment below the Availability Commitment.

C. Reliability Commitment - Definition and Calculation. Reliability, for purposes of this Agreement, is defined as the number of consecutive calendar months during the Term of this Agreement when emsCharts' Availability Commitment is not met. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Reliability.

D. Reliability Commitment - Performance and Remedy. In the event that emsCharts does not meet its Reliability Commitment during the Term, the following remedies will be available to Customer and enforceable at the Customer's discretion:

1. emsCharts does not meet Availability Commitment (regardless of by what %) for two (2) consecutive months: 25% reduction (above Availability remedy) in next monthly invoice.
2. emsCharts does not meet Availability Commitment (regardless of by what %) for three (3) consecutive months: 40% reduction (above Availability remedy) in next monthly invoice.
3. emsCharts does not meet Availability Commitment (regardless of by what %) for four (4) consecutive months: Vendor is in default of Agreement and Customer may exercise any available remedy for Termination at its sole discretion or may take a 50% reduction (above Availability remedy) in next monthly invoice.

All remedies provided to Customer are in the form of liquidated damages against Vendor. As noted elsewhere in this Agreement, Vendor has offered this Service Level Agreement and associated liquidated damages as the sole recourse for the Customer in the event of performance problems with or non-performance of emsCharts. All other damages that the Customer may pursue are limited as noted elsewhere in this Agreement.

ATTACHMENT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum, dated as of _____, 20____ ("Addendum"), supplements and is made a part of the Services Agreement (as defined below) by and between Covered Entity (as defined below) and emsCharts, Inc. ("Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), and related regulations promulgated by the Secretary ("HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").

WHEREAS, in light of the foregoing and the requirements of the HIPAA, the HITECH Act and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. Definitions.

a. General. Terms used, but not otherwise defined, in this Addendum shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

b. Specific.

i. Covered Entity. "Covered Entity" shall mean all entities, individually and collectively, which have entered into a Services Agreement (as defined below) with Business Associate and are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly, or in the future control, are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly. Business Associate shall fulfill each of its responsibilities under this Addendum to each Covered Entity covered by this Addendum.

ii. Breach. "Breach" shall have the same meaning as the term "breach" in the HITECH Act, Section 13400(1).

iii. Electronic Health Record. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

iv. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

v. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

vi. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

vii. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

viii. Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

ix. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

x. Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR part 160 and part 164.

xi. Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this Addendum.

xii. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h)(1).

2. Obligations and Activities of Business Associate.

a. Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this Addendum or as Required By Law. Business Associate shall comply with the provisions of this Addendum relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate will:

i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule;

ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information;

iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

c. Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Addendum of which Business Associate becomes aware.

d. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this Addendum (including, without limitation, any successful Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Addendum and/or any successful Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under the HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

h. Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2j. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

3. Permitted Uses and Disclosures by Business Associate.

a. Services Agreement. Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Use for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Disclosure for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Reporting Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1); provided, however, that Business Associate gives Covered Entity at least thirty (30) days prior written notice of its intention to report any such violation of law and the facts or circumstances related thereto.

4. Permissible Requests by Covered Entity

a. Except as set forth in Section 3 of this Addendum, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. Term and Termination

a. Term. The term of this Addendum shall be co-terminus with the Services Agreement. However, the provisions of this Addendum shall continue until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum, Covered Entity shall either:

i. In its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Addendum; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

c. Effect of Termination.

i. Upon termination of this Addendum, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. Electronic Transaction Standards. To the extent that Business Associate or its products perform all or part of any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions") on the Covered Entity's behalf, the following shall apply:

a. Compliance with HIPAA Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any Covered Transactions. Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

b. Agents and Subcontractors. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with all applicable requirements of HIPAA, including without limitation, compliance with 45 CFR Part 162.

7. Miscellaneous

a. Regulatory References. A reference in this Addendum to a section in HIPAA or HIPAA Regulations, or the HITECH Act, means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

b. Amendment. The parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, HIPAA Regulations and the HITECH Act.

c. Survival. The respective rights and obligations of Business Associate under Section 5,c. of this Addendum shall survive the termination of the Services Agreement.

d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA and HIPAA Regulations.

e. Miscellaneous. The terms of this Addendum are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 7.d. of this Addendum, in the event of a conflict between the terms of this Addendum and the terms of the Services Agreement, the terms of this Addendum shall prevail. The terms of the Agreement which are not modified by this Addendum shall remain in full force and effect in accordance with the terms thereof. Each party to this Addendum hereby agrees and consents that any legal action or proceeding with respect to this Addendum shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Services Agreement together with this Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein. This Addendum may be executed in counterparts, each of which when taken together shall constitute one original. No amendments or modifications to this Addendum shall be effected unless executed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth above.

TOWNSHIP OF WEST ORANGE

emsCharts, Inc.

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

Dated: _____

Dated: _____



emsCharts, Inc.
125 Warrendale Bayne Road
STE100
Warrendale, PA 15086
Phone: 866-647-8282
Fax: 724-933-9333
www.emscharts.com

Accounts Payable Form

Please fill out the form below, providing current information for invoicing and Accounts Payable for your agency, and return with your signed emsCharts Service Agreement.

Accounts Payable Contact Information:

Contracted Service Name:* _____

What is the name of the EMS Agency that is contracting with emsCharts, Inc?

Accounts Payable Dept: _____

If different from Agency name. Fill out mailing information below if different from Agency mailing address.

Mailing Address 1: _____

Mailing Address 2: _____

City, State, Zip: _____

Invoicing Contact Information:

To whom should invoices be sent?

Name:* _____

Phone:* _____

Email:* _____

Invoices are sent electronically to the email address provided above.

Invoicing Terms:

Frequency (please check one):* ☐ Monthly ☐ Annually
Annual payments receive a 5% discount

Does your agency require a Purchase Order number on invoices?

☐ Yes ☐ No

If yes, is the Purchase Order for emsCharts attached?

☐ Yes ☐ No

Please provide any additional information important for proper invoicing to your agency:

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”), through the Township’s Fire Department, provides emergency ambulance transport services to residents and visitors of the Township; and

WHEREAS, provision of the foregoing services entails substantial annual cost, the cost of which can be offset by charging medical insurance companies a user fee for ambulance transport services; and

WHEREAS, the Township advertised a contract for third-party billing services (the “TPB Contract”) pursuant to the competitive contracting provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et seq.; and

WHEREAS, by adoption of Resolution 160-13 on August 20, 2013, the Township authorized the award of the TPB Contract to Revenue Guard, a New Jersey corporation with a principal business address of 50 U.S. Highway 9, Morganville, New Jersey, 07751 (“RevGuard”); and

WHEREAS, RevGuard agreed to perform and has begun performing the foregoing services for the Township on the terms and conditions stated in the TPB Contract annexed hereto as **Attachment “A,”** in exchange for payment to RevGuard of commission rates as set forth therein; and

WHEREAS, by operation the parties’ execution of the TPB Contract at this time, the TPB Contract shall have automatically renewed for a one-year term on October 1, 2014;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does award the TPB Contract to RevGuard, to be executed in the form annexed hereto as **Attachment “A”**; and be it further

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

RESOLVED, that this award shall be published and available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: January 6, 2015

ACCOUNTS RECEIVABLE
MANAGEMENT AGREEMENT

This AMBULANCE BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT AGREEMENT made and entered into as of this 1st day of October 2013 by and between Revenue Guard, a New Jersey corporation, having its principal business address at 50 U.S. Highway 9, Morganville, New Jersey, 07751 (hereinafter referred to as "RevGuard"), and the Township of West Orange, a New Jersey corporation having its principal location at 66 Main Street, West Orange, New Jersey, 07052 (herein referred to as "Client"). RevGuard and Client will be hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, RevGuard has extensive experience with billing and accounts receivable management with a sole specialization in the ambulance industry; and

WHEREAS, it is mutually understood that RevGuard's duties and obligations shall be limited to billing and processing of the Client's accounts, and RevGuard shall not be responsible or have any liability for the validity of the ambulance services performed by Client; and

WHEREAS, RevGuard responded to a Request for Proposals ("RFP") for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department, as advertised by the Client in accordance with applicable law; and

WHEREAS, RevGuard intends to perform the services, as identified herein and in its RFP responses, in compliance with all applicable laws and regulations governing billing and collection standards.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending to be legally bound hereby, agree as follows:

RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor. It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party together with its agents, servants and employees, is at all times acting as an independent contractor, and that neither Party has any express or implied authority to assume or create any obligations or responsibilities on behalf of or in the name of the other Party. It is expressly understood and agreed by both parties that nothing contained in the Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that this relationship is and shall remain that of independent parties to a contractual relationship as set forth in the Agreement.

OBLIGATIONS OF THE CLIENT

2.1 Exclusivity. Client shall exclusively utilize the billing services of RevGuard for all ambulance billing as long as this Agreement is in effect and RevGuard is in compliance with all conditions and provisions hereof.

2.2 Prior Review. Client shall review all field paperwork for numbers, accuracy and legibility, prior to submission to RevGuard for billing. Client shall be responsible for assuring that field staff captures adequate medical necessity documentation.

2.3 Customary Fee Schedule. Client shall file with RevGuard the most current customary fee schedule utilized by the Client and shall give at least thirty (30) days advance notice of any changes thereto.

2.4 Contracted Accounts. Client shall file with RevGuard a list of all charges, billing and invoicing information pertaining to any contracted accounts of the Client and shall notify RevGuard of any changes thereto immediately.

2.5 Payments Forwarded to Client. Within 3 business days of receipt, RevGuard shall forward all receipts payable to the Client directly to the Client at the following address: Chief Financial Officer, Township of West Orange, 66 Main Street, West Orange, New Jersey, 07052.

To the extent that any receipts are deposited by RevGuard, they shall be segregated, held in trust for the sole benefit of the Client, and the proceeds thereof shall be immediately remitted in their entirety to the Client.

2.6 Processing Requirements. Client shall forward a copy of all call intake sheets, field paperwork and CMN's to RevGuard, preferably on a weekly basis, which may be provided in electronic or digital formats to the extent possible.

Client shall separate, identify or distinguish those trips that are being submitted for statistical purposes only from those that are intended to be fully processed, billed and collected. For those accounts that are being presented for full processing, the trip report shall, to the extent reasonably obtainable, contain at a minimum the following information:

2.6.1 Patient Information. Patient name, complete mailing address, telephone number, age, insurance information.

2.6.2 Trip Information. Type of Service (i.e., BLS/ALS), type of call (i.e., 9-1-1/scheduled transports), mileage of odometer readings, times, treatment rendered, diagnosis or chief complaint, medical condition observations and supplies used, if there were to be billed.

2.7 Rejections. In the event that a trip report is submitted without such information as is reasonably obtainable and required for submission to payers, the trip report will be rejected and returned to Client. Field paperwork that does not adequately document medical necessity cannot be billed to Medicare.

2.8 Back-up. Client shall maintain a copy of all trip reports forwarded to RevGuard, for the purposes of compliance with New Jersey Department of Health requirements. RevGuard shall not be held liable for any damages that are directly attributable to the Client's failure to maintain back-up information.

2.9 Liaison. Client shall designate an individual to act as liaison who will be readily available to assist RevGuard in the resolution of daily operational issues.

OBLIGATIONS AND REPRESENTATIONS OF REVGUARD

3.1 General Services. RevGuard shall provide comprehensive accounts receivable management that will include consultation services, management of accounts and records, and generation of reports.

3.2 Consultation Services. RevGuard shall periodically provide assistance and recommendations to the Client on matters pertaining to the retrieval of field information, construction of fee schedule schematics, and operational policies employed to assist Client in complying with Federal and State reimbursement laws, regulations and guidelines.

3.3 Account Management. All accounts shall be processed in accordance with the processing standards as established by RevGuard and Client by mutual agreement. Subject to such standards, RevGuard shall have the right to negotiate on behalf of the Client and shall have the right to discount accounts, enter into installment arrangements and, when deemed appropriate by evidence of hardship, completely forgive indebtedness.

3.4 Account Custody. RevGuard shall maintain custody of all accounts until the RevGuard internal process expires in accordance with the provisions of this Agreement. With the exception of litigation accounts, which shall be held for up to one (1) year, all other accounts shall normally be considered exhausted between the 90th and 180th day from the billing date.

3.5 Processing Standards. RevGuard shall manage all accounts in accordance with the following standards:

3.5.1 Audit of Trip Reports: Review all submitted trip reports for accuracy and completeness.

3.5.2 Data Entry: Enter all patient and trip information into a computerized database.

3.5.3 Billing: Perform computerized billing and, when available, electronic submission of all Medicare, Medicaid, Blue Cross, commercial, contracted and private pay accounts.

3.5.4 Telephone Follow-Up: Perform telephone follow-up on delinquent accounts to insurance companies and non-resident patients.

3.5.5 Utilization Review: Review and resubmit all rejected third party payer claims, when appropriate.

3.5.6 Appeal: Prepare, submit and pursue, in consultation with Client and unless otherwise directed by Client, any and all appropriate reviews or appeals (not including court proceedings) with respect to any rejected or denied claim, or any claim to which no response shall have been received in a timely manner.

3.6 Notwithstanding any other term or provision of this Agreement, all services of RevGuard rendered hereunder or in connection with this Agreement (i) shall be rendered and performed in compliance with all applicable legal and regulatory requirements; and (ii) shall be rendered and performed in accordance with all generally accepted standards, policies and procedures in the field of billing for ambulance services.

3.7 Records Management. All records delivered by Client to RevGuard shall be considered the sole property of the Client. RevGuard, however, shall retain the right to maintain such records, i.e. trip reports, invoices, correspondence and payment records.

3.8 Reports. RevGuard will provide Client with reports as set forth below:

- (i) Detailed Monthly Revenue;
- (ii) Monthly Credit Report;
- (iii) Monthly A/R control log;
- (iv) Monthly Report of all credit adjustments pursuant to Section 3.3;

- (v) Monthly Accounts Receivable aging summary;
- (vi) A monthly report of collection ratios;
- (vii) A daily report itemizing and reconciling all collections and deposits; and
- (viii) Such other reports as may be necessary or appropriate, and at such time, in order to perform RevGuard's services in accordance with the standards set forth herein.

3.9 Service Complaints. RevGuard shall promptly report any service complaint which it receives and, unless directed otherwise by Client, shall suspend all collection activities with respect to such account until such time Client can review the complaint and render a decision on how Client wants the account handled. In the event Client does not render a decision within thirty (30) days, the account shall be closed and returned to Client.

3.10 Indemnification. Client agrees to indemnify, defend and hold harmless RevGuard from any and all costs and expenses such as attorney's fees, judgments and amounts paid in settlement in the event of any threatened or actual action, suit or proceeding, whether civil or criminal, investigative or otherwise, which may arise out of the acts or omissions of Client.

3.11 Corporate Status. RevGuard represents (i) that it is a New Jersey business corporation, in good standing, organized and incorporated under the name Revenue Guard, LLC., and (ii) that it has the corporate power and authority, and all necessary governmental licenses or approvals, to render the services described in this Agreement.

3.12 Business Changes. RevGuard shall provide immediate written notice to Client of any change in (i) business operations, (ii) office location, (iii) management personnel, or (iv) staff or management personnel providing or supporting services to be rendered under this Agreement. RevGuard represents that any staff or management personnel providing or supporting services to be rendered under this Agreement shall (i) possess all necessary or appropriate governmental licenses or approvals, and (ii) have obtained appropriate education and training with respect thereto.

3.13 Electronic Back-Up. RevGuard shall maintain complete electronic back-up of Client transactions under this Agreement and shall maintain in place such systems as are necessary to insure against loss or destruction of Client data.

3.14 RevGuard Responses to Client. RevGuard shall promptly respond to all requests and other communications from Client with respect to services rendered hereunder and shall, in the absence of extraordinary circumstances, respond to such requests and communications within one (1) business day.

3.15 Collections Property of Clients. All payments and collections with respect to accounts referred to in this Agreement are and shall remain the property of the Client. Subject to its rights with respect to compensation as provided herein, RevGuard shall have no right or entitlement to any such payments or collections, which shall be and remain the sole property of Client.

3.16 Return of Data. Upon expiration or termination of this Agreement for any reason, RevGuard shall promptly return to Client all data. The Client will then assume all responsibility for billing with respect to matters which are or were the subject of this Agreement.

3.17 RevGuard Response to Patients, etc.; Notification Re: Billing Adjustments. RevGuard shall promptly respond to inquiries from patients or third parties, or from Client, with respect to accounts arising hereunder. RevGuard will promptly notify Client of any overpayments, disputed payments or other billing errors or adjustments which come to its attention in connection with this Agreement.

COMPENSATION

4.1 Payment. Client shall pay RevGuard in accordance with Schedule "A".

INCORPORATION OF RFP TERMS AND CONDITIONS

5.1 Applicability of RFP Terms and Conditions. The terms and conditions of Client's RFP, and of RevGuard's responses thereto, shall be and hereby are incorporated herein as if set forth at length.

5.2 EMScharts as Vendor Responsibility. As more fully set forth in the RFP, RevGuard shall be responsible for all costs related to software such as EMScharts. In the event EMScharts becomes unable to provide ePCR services, it will be RevGuard's responsibility and expense to supply another ePCR software package, to be approved by the Client, at no additional cost.

TERM AND TERMINATION

6.1 Term. This Agreement shall commence on October 1, 2013 and shall continue through September 30, 2014, unless either Party terminates this Agreement upon four (4) months prior written notice to the other Party. In the absence of notice of termination by either Party, this Agreement shall automatically renew on an annual basis for a maximum term of three (3) years.

6.2 Mutual Termination. Notwithstanding anything to the contrary, the Parties by mutual agreement may terminate this Agreement at any time.

6.3 Termination for Cause. Upon a default or breach by one (1) Party of any of the terms of this Agreement, this Agreement may be terminated by the non-defaulting Party giving written notice of such default to the defaulting Party, which notice shall specify the default or breach. If such default or breach is not cured within thirty (30) days of the date of the notice, the non-defaulting Party may then terminate this Agreement upon an additional five (5) days' written notice.

6.4 Effect of Termination. Upon termination of this Agreement for any reason whatsoever, RevGuard shall return all of Client's records and cease processing Client's accounts.

GENERAL PROVISIONS

7.1 HIPPA Confidentiality of Protected Health Information. RevGuard agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

RevGuard will not use or further disclose PHI other than as permitted or required by law or HIPPA. RevGuard and Client shall continue to fully comply with the terms of the Business Service Agreement, attached hereto as **Exhibit 1**.

7.2 Non-Competitive Use of Business Information. RevGuard agrees to keep confidential and not to disclose to others or to utilize for its business "Confidential Business Information." "Confidential Business Information" for this purpose shall be defined as information that identifies healthcare providers or other third parties with whom Client has entered into written agreements to provide ambulance services and the specific terms of such agreements.

7.3 Access to Records. The parties hereto understand that this Agreement may be subject to, and if applicable all Parties will abide by, Section 952 of the Omnibus Reconciliation Act of 1980 and any amendments thereto which pertain to the disclosure of records, books and documents relative to the cost of and charges for services furnished by a care provider.

7.4 Headings. The headings used to identify paragraphs in this Agreement have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

7.5 Governing Law. The validity, enforceability and interpretation of any of the clauses of this Agreement, shall be governed by the laws of the State of New Jersey.

7.6 Entire Agreement. This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

7.7 Modifications or Waiver. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

7.8 Severability. If any term, condition, clause or provision of the Agreement shall be determined to be void in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

7.9 Notice. Any notice required to be given pursuant to the terms and conditions hereof, shall be in writing and sent by Certified or Registered Mail, addressed as follows:

To Revenue Guard:

Revenue Guard

540 Bordentown Ave.

South Amboy, NJ 08879

Attention: S. LOURES, COO

To CLIENT:

Name _____

Address _____

Attention: _____

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Revenue Guard

Client

By: _____

By: _____

NAME: STEVE LOURES

NAME: _____

TITLE: COO

TITLE: _____

SCHEDULE "A"

PROCESSING CHARGE. Client shall pay a percentage fee of all monies collected by RevGuard with respect to billings for services rendered on or after the date set forth in the first sentence of this Agreement. The above notwithstanding there shall be no extra charge for statistical information submitted to Client. Percentage fees are:

Percentage	Range of Collections by Vendor
5%	\$ 0 up to \$101,000
10%	\$101,001 up to \$201,000
12.5%	\$201,001 up to \$301,000
15%	\$301,001 up to \$1,000,000 plus

COLLECTION AGENCY OR LITIGATION RECOVERIES. RevGuard shall not be entitled to compensation with respect to any account referred to a collection agency or to litigation for recovery.

INVOICING AND PAYMENT. RevGuard shall invoice Client for processing charges at the end of each month and payment shall be rendered by no later than the 30th day of the following month.



RESOLUTION

WHEREAS, Pilgrim Pipeline LLC (“Pilgrim”) is proposing to build a new bidirectional pipeline through the Township of West Orange (the “Township”) that would transport crude oil and refined petroleum products between Albany, New York and Linden, New Jersey (the “Pilgrim Pipeline Project”); and

WHEREAS, the pipeline will carry oil extracted from North Dakota’s Bakken shale through the process of hydraulic fracturing or fracking, an extreme method of oil and gas extraction that depletes and despoils clean water resources, creates toxic air emissions and radioactive waste, and contributes to the climate change crisis by releasing large quantities of methane gas into the atmosphere; and

WHEREAS, the Pilgrim Pipeline Project raises significant safety concerns for the Township, as well as potential harm to municipal and county infrastructure, and may therefore have a negative impact upon future development in the community; and

WHEREAS, the Township Council of the Township of West Orange (the “Township Council”) is concerned about the hazard the project may create due to the nature and volume of the highly flammable oil flowing through the pipeline, and its proposed route, which crosses through residential neighborhoods. These communities will be in the “impact radius” should an explosion and/or spill occur; and

WHEREAS, according to Public Employees for Environmental Responsibility, the Pipeline and Hazardous Materials Administration (“PHMSA”) only has 135 inspectors to oversee 2.6 million miles of pipeline, and only a fifth of that pipeline system has been inspected by PHMSA or its state partners since 2006; and

WHEREAS, the New Jersey Legislature recognized the significance of the New Jersey Highlands region and afforded special protection to the region and its resources in 2004 with the passage of the New Jersey Highlands Water Protection and Planning Act (the “Act”). The Act created the Highlands Water Protection and Planning Council and the Highlands Regional Master Plan to ensure planning would be used in the Highlands to combat sprawl and the

depletion of water quality and quantity as the region provides drinking water to 5.4 million state residents; and

WHEREAS, the federal government acknowledged the exceptional value of the highlands resources and the urgent need for their preservation in 2004 when Congress passed the Highlands Conservation Act, which recognizes the importance of the water, forest, agricultural, wildlife, recreational and cultural resources of the Highlands region, and national significance of the Highlands region to the United States and;

WHEREAS, many Township residents depend on ground water and public community water systems for water supply and septic systems for waste disposal and this project will impact ground water quality and quantity and the septic fields of residents along and adjacent to the right of way; and

WHEREAS, the wise stewardship of our natural resources involves protection of the Township's water supplies, water and other natural resources for generations to come; and

WHEREAS, protection of the Township's water supplies and resources is better accomplished by prevention of contamination and environmental degradation, rather than attempting to clean up contamination and restoring degraded environments after the fact.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, that the Township Council opposes the Pilgrim Pipeline Project, and calls for a moratorium on any and all planning, proposal, surveying or construction of the Pilgrim Pipeline Project; and

BE IT FURTHER RESOLVED, that this Resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law. A copy of this Resolution shall be sent to all neighboring municipalities, the County of Essex, Governor Chris Christie, State Senator Richard J. Codey, Assemblyman John McKeon and Assemblywoman Mila Jasey.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: January 6, 2015

4835-5077-4561, v. 1

4835-5077-4561, v. 4835-5077-4561, v. 1

R E S O L U T I O N

WHEREAS, on November 13, 2014 the Township of West Orange advertised for Tree Pruning Services; and

WHEREAS, on December 2, 2014 the Township received four (4) bids for this service; and

WHEREAS, the bids specified unit prices for three different tree diameter sizes of 16 to 23 inches, 24 to 35 inches and over 36 inches with minimum quantities of 50 each, 50 each and 1 each respectively; and

WHEREAS, the Township Engineer determined the lowest responsive bidder was Tree-Tech, Inc., P.O. Box 158, 1248 Sussex Turnpike, Mt. Freedom, New Jersey 07970 who submitted a bid of \$20,490.00 based on unit prices of \$167.00 each, 16 to 23 inches, \$236.00 each 24 to 35 inches and \$340.00 each over 36 inches; and

WHEREAS, the Township received funding for this service from the New Jersey Department of Environmental Protection, Division of Forestry in the amount of \$20,000 which requires a match of \$10,000 by West Orange; and

WHEREAS, to use all the grant monies a contract of at least \$30,000 must be awarded; and

WHEREAS, to award such a contract the quantities must be expanded above the minimum specified in the bid but less than the maximum specified of 400 each, 400 each and 50 each respectively.

NOW THEREFORE BE IT RESOLVED , by the Township of West Orange that a contract for Tree Pruning Services be awarded to Tree-Tech, Inc., P.O. Box 158, 1248 Sussex Turnpike, Mt. Freedom, New Jersey 07970 in the amount of \$30,070.00 to trim the following quantities of trees by size at the unit prices bid.

16 to 23 inches, 70 trees at \$167.00 each

24 to 35 inches, 75 trees at \$236.00 each

Over 36 inches, 2 trees at \$340.00 each

for the one year period January 1, 2015 to December 31, 2015

**Karen J. Carnevale, Municipal Clerk
President**

Jerry Guarino, Council

I hereby certify funds available from:

**Account No.
NJDEP, Division of Forestry Grant
\$20,000.00**

**2015 Operating Budget
\$10,000.00**

John Gross, Chief Financial Officer

28-15
January 6, 2015

RESOLUTION

**TO AUTHORIZE PURCHASE OF TWO (2) 2015 CHEVROLET TAHOE's IN
THE AMOUNT OF \$73,720.00 THROUGH NEW JERSEY CRANFORD POLICE
CO-OP #47CPCPS**

WHEREAS, the Township of West Orange ("Township") must continue to add new vehicles to its fleet to maintain an optimal number for service; and

WHEREAS, resolution #204-14 was adopted on November 25, 2014 to purchase two (2) 2014 Chevrolet Tahoe's 4WD 4dr 1500 Commercial but vendor, Municipal Equipment Enterprises no longer had these vehicles available for purchase; and

WHEREAS, resolution 204-14 has been rescinded and the new vendor for this purchase will be Mall Chevrolet, 75 Haddonfield Road, Cherry Hill, NJ 08002 using the New Jersey Cranford Police CO-OP #47CPCPS for two (2) 2015 Chevrolet Tahoe's PPV for the amount \$36,860.00 each.

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State of New Jersey, County or Municipality thereof; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorize the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order in the amount of \$73,720.00 to Mall Chevrolet, 75 Haddonfield Road, Cherry Hill, NJ 08002 with funds received from the Federal Forfeiture Program.

Karen Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: January 6, 2015

**I hereby certify funds available:
Account No. 18-6030-00-0590-100
Federal Forfeiture Fund**

John O. Gross, Chief Financial Officer

MALL CHEVROLET

75 Haddonfield Road, Cherry Hill, NJ 08002

Direct: 856-449-9254 / Fax: 856-504-0108

fleetman13@gmail.com

Rick Di Renzo, Fleet Manager

Date: 12/12/2014

END USER	ADDRESS - CITY, STATE, ZIP:
TWSP OF WEST ORANGE	
VEHICLE TYPE	2015 CHEVROLET TAHOE PPV
Method of Shipment	DELIVER/UPFIT
Ship to Attention of:	RICK DI RENZO
STOCK #	
Comments:	CRANFORD CO-OP # 47CPCPS

Item	Quantity	Part No.	Description	UM	Price	Total
	2	CK15706	2015 CHEVROLET TAHOE SSV		\$ 32,900.00	\$ 65,800.00
		L83/MYC	5.3L V8 FLEX FUEL-6 SPEED AUTOMATIC			
		HOU	CLOTH FRONT BUCKET SEATS W/CONSOLE DELETE			
		BG9	VINYL FLOORING			
		K4B	HEAVY DUTY DUAL BATTERIES			
		6N6	REAR LOCKS-HANDLES INOPER			
		NZZ	SKID PLATE			
		7X6	SPOTLAMP			
		KCRN-LEDCC	FOUR LEDS		\$ 1,000.00	\$ 2,000.00
		AQQ	KEYLESS REMOTE ENTRY			
		QAR	P265/60R17 POLICE TIRES			
		KW7	170 AMP ALTERNATOR			
		AJ1	DEEP TINTED GLASS			
		UN9	RADIO SUPPRESSION PACKAGE			
		AG1	DRIVER SIDE SEAT ADJUSTER			
		AG2	PASSENGER SEAT ADJUSTER			
		ATD	THIRD ROW SEAT DELETE			
		UVC	REAR VISION CAMERA			
		UD7	REAR PARKING ASSIST			
		Z82	TRAILERING PACKAGE			
		FHS	FLEX FUEL CAPABLE			
		K34	CRUISE CONTROL/TILT WHEEL			
		UE1	ON STAR			
		UTQ	CONTENT THEFT DISABLE			
		G80	LOCKING REAR			
		CREDIT	SOLID BLACK		\$ (1,000.00)	(2,000.00)
		UPF	BLUETOOTH FOR PHONE		\$ 160.00	\$ 320.00
						\$ 66,120.00

MALL CHEVROLET

75 Haddonfield Road, Cherry Hill, NJ 08002

Direct: 856-449-9254 / Fax: 856-504-0108

fleetman13@gmail.com

Rick Di Renzo, Fleet Manager

		REQ				
		Date:		12/12/2014		
END USER		ADDRESS - CITY, STATE, ZIP:				
WEST ORANGE						
VEHICLE TYPE	2015 CHEVROLET TAHOE 9C1 4wd					
Method of Shipment	DELIVER/UPFIT					
Ship to Attention of:	RICK DI RENZO					
Required Deliver Date:						
RO #						
STOCK #						
Comments:	CRANFORD CO-OP # 47CPCPS					
Item	Quantity	Part No.	Description	UM	Price	Total
	2		UNMARKED PACKAGE		\$ 3,800.00	\$ 7,600.00
		AVN2RB	DUAL FRONT WINDOW LEDS			
		CEN-COM	CEN-COM SAPPHIRE SIREN AMP			
		SAK	SIREN SPEAKER W/BRACKET			
		TAH0813	HAVIS CONSOLE			
		LINZ6	FOUR FRONT LED GRILLE LIGHTS			
			SIDE CARGO WINDOW DUAL LEDS R/B			
			REAR CARGO WINDOW DUAL LEDS R/B			
			INSTALL			
						\$ 7,600.00

**RESOLUTION RESCINDING Resolution 204-14 ADOPTED ON
NOVEMBER 25, 2014**

WHEREAS, THE Township of West Orange ("Township") adopted resolution #204-14 on November 25, 2014 for the purchase of two (2) 2014 Chevrolet Tahoe's to be used by the West Orange Police Department, and

WHEREAS, the purchase these vehicles was through a State Contract Vendor Municipal Equipment Enterprises in the Total amount of \$69,203.12, and

WHEREAS, said vendor no longer has vehicles available to purchase, and

WHEREAS, a new vendor has been selected and a resolution will follow for said goods.

NOW THEREFORE BE IT RESOLVED the Council of the Township of West Orange that they hereby rescind Resolution 204-14 adopted on November 25, 2014.

**Karen J. Carnevale, Municipal Clerk
President**

Jerry Guarino , Council

Adopted: January 6, 2015

RESOLUTION

WHEREAS, January 19, 2001 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Mary Ellen Bogart (the Owner) who owned 12 Park Terrace in the Township of West Orange known as Block 113.01, Lot 134 (the Property); and

WHEREAS, the mortgage was in the amount of \$14,050.00 payable whenever this Property was sold or the title transferred; and

WHEREAS, the Owner(s) have indicated that they have repaid the entire amount of the Mortgage on or about August 21, 2014; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$14,050.00 has been paid in full; and

NOW, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute a Discharge of Mortgage with regard to the Property; and it is further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: January 6, 2015

DISCHARGE OF MORTGAGE

A certain Mortgage dated January 29, 2001, was made by Mary Ellen Bogart, 12 Park Terrace, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$14,050.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on July 11, 2001 in Mortgage Book 7822, Page 1049.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

31-15
January 6, 2015

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REBATE PAYMENT TO THE LISTED TAXPAYER
PURSUANT TO FINAL JUDGMENT BY THE ESSEX COUNTY
BOARD OF TAXATION**

WHEREAS, final judgment on tax appeals has been rendered by the Essex County Board of Taxation on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the year 2014;

WHEREAS, such judgment by merit of N.J.S.A. 54:2-43 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the said taxpayers the sums in full and final satisfaction to rebates due if applicable:

SEE ATTACHED SPREADSHEET

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: January 6, 2015

2014 YEAR END
CB JUDGMENTS 31 -15

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT	TO BE APPLIED
2014	7/10/2014	17	58		483500	450000	33500	0.03742	\$1,253.57	CBJ
2014	12/15/2014	43.06	17		166192	0	166192	0.03742		\$6,218.90 CBJ-AA
2014	12/15/2014	43.01	35		127692	98000	29692	0.03742	\$1,111.07	CBJ-AA
2014	12/15/2014	52.02	12		1950	0	1950	0.03742		\$72.97 CBJ-AA
2014	12/15/2014	166.15	11.04	C0043	233500	194583	38917	0.03742	\$1,456.27	CBJ-AA
2014	12/15/2014	166.15	11.04	C0044	233500	194583	38917	0.03742	\$1,456.27	CBJ-AA
2014	12/15/2014	166.15	11.04	C0046	118375	78917	39458	0.03742	\$1,476.52	CBJ-AA
2014	12/15/2014	166.15	11.04	C0114	153592	65825	87767	0.03742	\$3,284.24	CBJ-AA
2014	12/15/2014	166.15	11.04	C0206	131650	109708	21942	0.03742	\$821.07	CBJ-AA
2014	12/15/2014	167.03	25		456592	413875	42717	0.03742	\$1,598.47	CBJ-AA
2014	12/15/2014	167.03	8		293708	176867	116841	0.03742	\$4,372.19	CBJ-AA
2014	12/15/2014	167.01	30		489775	248750	241025	0.03742		\$9,019.16 CBJ-AA
2014	12/15/2014	177.07	6		167050	0	167050	0.03742		\$6,251.01 CBJ-AA
TOTAL									\$16,829.68	\$21,562.04

CBJ-AA COUNTY BOARD JUDGMENTS ADDED ASSESSMENT

RESOLUTION

WHEREAS, The Land Use Regulations of the Township of West Orange Chapter 25, Section 25-56.3 and 25-55.2 requires the posting of application fees and an escrow fee for all Preliminary and Final Site Plan Applications; and

WHEREAS an application fee of \$3,950.00 and an escrow fee of \$5,000.00 has been submitted in connection with application PB-08-08 property known as Block: 155, Lot: 26, 375 Mt. Pleasant Avenue; and

WHEREAS the applicant has submitted an email dated December 3, 2014 requesting that any remaining escrow fees be refunded.

NOW, THEREFORE BE IT RESOLVED that the escrow fee submitted for the Site Plan application be returned, as delineated in Schedule A.

*Schedule A attached

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: January 6, 2015

SCHEDULE A

<u>APPLICANT</u>	<u>ESCROW ACCT#</u>	<u>DEPOSIT</u>	<u>REFUND</u>
Organon (375 Mt. Pleasant Avenue, LLC)	12-6810-00-0510	\$5,000.00	\$1,075.13

Make Check Payable to:
Robert Williams, Esq.

Mail to:
Attn: Robert William, Esq.
Counselor At Law
622 Eagle Rock Avenue
West Orange, N.J. 07052

234-14

December 9, 2014

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

2014 Cancellations				234-14
Date	Account#	Amount	Amount	Account
		Debit	Credit	
12/9/2012	01-2010-02-1008-200	300,000.00		TAX APPEALS PENDING O/E
12/9/2012	01-2010-00-9902-080	19,816.37		PERS OE
12/9/2012	01-2010-00-9903-080	110,262.20		FICA OE
12/9/2012	01-2010-00-9905-080	181,242.19		PFRS OE
12/9/2012	01-2010-02-1006-130	124,189.67		JOINT MEETING
12/9/2012	01-2999- - -		735,510.43	OPERATIONS
		735,510.43	735,510.43	

235-14

12/9/2014

'RESOLUTION-APPROPRIATION TRANSFER
PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between 2014 Budget Appropriation be made as attached:

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

2014 Budget Transfers				235-14
Account	FROM	TO	DEPARTMENT	Explanation
01-2010-00-1001-030	25.13		MAYOR S&W	Excess transferred to another account
01-2010-00-1002-130	20,000.00		MAYOR OE	Excess transferred to another account
01-2010-00-1201-010	1.20		TOWNSHIP COUNCIL S&W	Excess transferred to another account
01-2010-00-1203-201	10,000.00		TOWNSHIP COUNCIL OE	Excess transferred to another account
01-2010-00-1402-070	100,000.00		LITIGATION	Excess transferred to another account
01-2010-00-1501-800	3,420.44		TOWNSHIP CLERK S&W	Excess transferred to another account
01-2010-00-1601-022	897.67		ELECTIONS S&W	Excess transferred to another account
01-2010-00-1701-012	0.88		LEGAL SERVICES S&W	Excess transferred to another account
01-2010-00-1901-012	0.60		PLANNING BOARD S&W	Excess transferred to another account
01-2010-00-1911-012	0.60		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
01-2010-00-1912-130	1,521.85		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
01-2010-00-1941-800	1,909.57		MUNICIPAL COURT S&W	Excess transferred to another account
01-2010-00-1951-012	2,450.00		PUBLIC DEFENDER S&W	Excess transferred to another account
01-2010-00-2801-030	0.92	-	COLLECTOR'S S&W	Excess transferred to another account
01-2010-00-2951-900	102,577.63	-	COMPTROLLER S&W	Excess transferred to another account
01-2010-00-3001-900	92,997.59	-	PLANNING & DEVELOPMENT S&W	Excess transferred to another account
01-2010-00-3101-025	49,510.36	-	HOUSING/CODE S&W	Excess transferred to another account
01-2010-00-5001-900	349,384.63	-	POLICE S&W	Excess transferred to another account
01-2010-00-7001-900	35,224.21	-	ENGINEERING S&W	Excess transferred to another account
01-2010-00-7401-900	34,056.14	-	PUBLIC WORKS S&W	Excess transferred to another account
01-2010-00-8101-025	23,440.91	-	SEN CITZ TRANSPORTATION S&W	Excess transferred to another account
01-2010-00-9101-030	26,502.19	-	PARKS & RECREATION S&W	Excess transferred to another account
01-2010-00-9401-030	34,032.25	-	CONSTRUCTION S&W	Excess transferred to another account
01-2010-00-9502-155	50,000.00	-	FUEL OE	Excess transferred to another account
01-2010-11-1000-	389,887.09	-	PENDING RETRO	Excess transferred to another account
01-2010-00-1602-202	-	71.32	ELECTIONS OE	Additional required in 2014
01-2010-00-2532-700	-	850,468.04	CENTRAL INSURANCE HEALTH BENEFI	Self Insurance Excess/RX Rate increase
01-2010-00-2001-900	-	3,957.11	BUSINESS ADMINISTRATOR S&W	Additional required in 2014
01-2010-00-2952-200	-	2,000.00	COMPTROLLER OE	Additional required in 2014
01-2010-00-4001-030	-	1,355.92	ASSESSING S&W	Underbudgeted in 2014
01-2010-00-5002-082	-	625.00	POLICE UNIFORM OE	Additional required in 2014
01-2010-00-7002-200	-	100.00	ENGINEERING OE	Additional required in 2014
01-2010-00-7101-200	-	20,000.00	BUILDING & PROPERTY OE	Additional required in 2014
01-2010-00-7502-115	-	266,021.53	STREET SALT & CHLORIDE	Severe winter storms
01-2010-00-7602-200	-	4,181.48	STREET REPAIE OE	Additional required in 2014
01-2010-00-7902-175	-	125,000.00	CENTRAL AUTOMOTIVE OE	Underbudgeted in 2014

01-2010-00-9610-150	-	16,461.80	CHALLENGE GRANT BUSES	Underbudgeted in 2014
01-2010-00-9612-210	-	300.00	NJSLOM	Underbudgeted in 2014
01-2010-00-9613-090	-	12,299.66	MEDICAL TRANSPORT	Underbudgeted in 2014
01-2010-00-9500-150	-	25,000.00	ELECTRICITY OE	Underbudgeted in 2014
	1,327,841.86	1,327,841.86		

33-15
1/6/2015

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached temporary budget appropriations:

Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

2015 Temporary Budget

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00

01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00
01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
01-2010-00-2701	TOWNSHIP PHYSICIAN S&W	265.00
01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
01-2010-00-2801	COLLECTORS OF S&W	49,184.28
01-2010-00-2802	COLLECTORS OF O/E	6,413.00
01-2010-00-2902	TREASURER O/E	2,623.50
01-2010-00-2951	COMPTROLLER S&W	118,326.14
01-2010-00-2952	COMPTROLLER O/E	37,636.63
01-2010-00-3001	PLANNING & DEV S&W	79,457.26
01-2010-00-3002	PLANNING & DE O/E	8,505.18
01-2010-00-3101	HOUSING CODE S&W	53,879.80
01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
01-2010-00-6003	FIRE O/E	19,716.00
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
01-2010-00-7301	PARKING FAC MAINT & REPAIR S&W	583.00
01-2010-00-7302	PARKING FAC MAINT & REPAIR O/E	1,184.55
01-2010-00-7401	PUBLIC WORKS S&W	734,295.96
01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

01-2010-00-7802	SANITATION O/E	1,616.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	145,352.50
01-2010-00-7952	SEWER & PUMP STATIONS O/E	15,317.00
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	141,540.11
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	5,928.58
01-2010-00-8101	SEN CITIZEN TRANS S&W	57,996.35
01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
01-2010-00-9401	CONSTRUCTION S&W	113,271.60
01-2010-00-9402	CONSTRUCTION O/E	18,470.50
01-2010-00-9500	ELECTRICITY O/E	155,025.00
01-2010-00-9501	CONDO STREET LIGHTING O/E	166,950.00
01-2010-00-9502	FUEL O/E	189,066.90
01-2010-00-9503	FUEL OIL	662.50
01-2010-00-9504	WATER- O/E	10,070.00
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	177,192.25
01-2010-00-9610	CHALLENGE GRANT BUS SHUTTLE O/	39,084.19
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00

01-2010-02-1005	EMPLOYEES HOSP OUT OF CAP	33,425.86
01-2010-02-1006	JOINT OUTLET SEWER M O/E	2,523,232.00
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	150,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	3,530,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	1,148,089.18
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	69,343.36
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,742,694.74

POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2015 year.

Jerry Guarino
Council President

Karen Carnevale
Municipal Clerk

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2015 BUDGET -N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2015 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2015 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals 1,000,000.00

Karen Carnevale
Municipal Clerk

Jerry Guarino
Council President

234-14

December 9, 2014

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

2014 Cancellations				234-14
Date	Account#	Amount	Amount	Account
		Debit	Credit	
12/9/2012	01-2010-02-1008-200	300,000.00		TAX APPEALS PENDING O/E
12/9/2012	01-2010-00-9902-080	19,816.37		PERS OE
12/9/2012	01-2010-00-9903-080	110,262.20		FICA OE
12/9/2012	01-2010-00-9905-080	181,242.19		PFRS OE
12/9/2012	01-2010-02-1006-130	124,189.67		JOINT MEETING
12/9/2012	01-2999- - -		735,510.43	OPERATIONS
		735,510.43	735,510.43	

235-14

12/9/2014

'RESOLUTION-APPROPRIATION TRANSFER
PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between 2014 Budget Appropriation be made as attached:

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

2014 Budget Transfers				235-14
Account	FROM	TO	DEPARTMENT	Explanation
01-2010-00-1001-030	25.13		MAYOR S&W	Excess transferred to another account
01-2010-00-1002-130	20,000.00		MAYOR OE	Excess transferred to another account
01-2010-00-1201-010	1.20		TOWNSHIP COUNCIL S&W	Excess transferred to another account
01-2010-00-1203-201	10,000.00		TOWNSHIP COUNCIL OE	Excess transferred to another account
01-2010-00-1402-070	100,000.00		LITIGATION	Excess transferred to another account
01-2010-00-1501-800	3,420.44		TOWNSHIP CLERK S&W	Excess transferred to another account
01-2010-00-1601-022	897.67		ELECTIONS S&W	Excess transferred to another account
01-2010-00-1701-012	0.88		LEGAL SERVICES S&W	Excess transferred to another account
01-2010-00-1901-012	0.60		PLANNING BOARD S&W	Excess transferred to another account
01-2010-00-1911-012	0.60		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
01-2010-00-1912-130	1,521.85		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
01-2010-00-1941-800	1,909.57		MUNICIPAL COURT S&W	Excess transferred to another account
01-2010-00-1951-012	2,450.00		PUBLIC DEFENDER S&W	Excess transferred to another account
01-2010-00-2801-030	0.92	-	COLLECTOR'S S&W	Excess transferred to another account
01-2010-00-2951-900	102,577.63	-	COMPTROLLER S&W	Excess transferred to another account
01-2010-00-3001-900	92,997.59	-	PLANNING & DEVELOPMENT S&W	Excess transferred to another account
01-2010-00-3101-025	49,510.36	-	HOUSING/CODE S&W	Excess transferred to another account
01-2010-00-5001-900	349,384.63	-	POLICE S&W	Excess transferred to another account
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01-2010-00-7401-900	34,056.14	-	PUBLIC WORKS S&W	Excess transferred to another account
01-2010-00-8101-025	23,440.91	-	SEN CITZ TRANSPORTATION S&W	Excess transferred to another account
01-2010-00-9101-030	26,502.19	-	PARKS & RECREATION S&W	Excess transferred to another account
01-2010-00-9401-030	34,032.25	-	CONSTRUCTION S&W	Excess transferred to another account
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01-2010-11-1000-	389,887.09	-	PENDING RETRO	Excess transferred to another account
01-2010-00-1602-202	-	71.32	ELECTIONS OE	Additional required in 2014
01-2010-00-2532-700	-	850,468.04	CENTRAL INSURANCE HEALTH BENEFI	Self Insurance Excess/RX Rate increase
01-2010-00-2001-900	-	3,957.11	BUSINESS ADMINISTRATOR S&W	Additional required in 2014
01-2010-00-2952-200	-	2,000.00	COMPTROLLER OE	Additional required in 2014
01-2010-00-4001-030	-	1,355.92	ASSESSING S&W	Underbudgeted in 2014
01-2010-00-5002-082	-	625.00	POLICE UNIFORM OE	Additional required in 2014
01-2010-00-7002-200	-	100.00	ENGINEERING OE	Additional required in 2014
01-2010-00-7101-200	-	20,000.00	BUILDING & PROPERTY OE	Additional required in 2014
01-2010-00-7502-115	-	266,021.53	STREET SALT & CHLORIDE	Severe winter storms
01-2010-00-7602-200	-	4,181.48	STREET REPAIE OE	Additional required in 2014
01-2010-00-7902-175	-	125,000.00	CENTRAL AUTOMOTIVE OE	Underbudgeted in 2014

01-2010-00-9610-150	-	16,461.80	CHALLENGE GRANT BUSES	Underbudgeted in 2014
01-2010-00-9612-210	-	300.00	NJSLOM	Underbudgeted in 2014
01-2010-00-9613-090	-	12,299.66	MEDICAL TRANSPORT	Underbudgeted in 2014
01-2010-00-9500-150	-	25,000.00	ELECTRICITY OE	Underbudgeted in 2014
	1,327,841.86	1,327,841.86		

33-15
1/6/2015

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached temporary budget appropriations:

Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
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01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00

01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00
01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
01-2010-00-2701	TOWNSHIP PHYSICIAN S&W	265.00
01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
01-2010-00-2801	COLLECTORS OF S&W	49,184.28
01-2010-00-2802	COLLECTORS OF O/E	6,413.00
01-2010-00-2902	TREASURER O/E	2,623.50
01-2010-00-2951	COMPTROLLER S&W	118,326.14
01-2010-00-2952	COMPTROLLER O/E	37,636.63
01-2010-00-3001	PLANNING & DEV S&W	79,457.26
01-2010-00-3002	PLANNING & DE O/E	8,505.18
01-2010-00-3101	HOUSING CODE S&W	53,879.80
01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
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01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
01-2010-00-7301	PARKING FAC MAINT & REPAIR S&W	583.00
01-2010-00-7302	PARKING FAC MAINT & REPAIR O/E	1,184.55
01-2010-00-7401	PUBLIC WORKS S&W	734,295.96
01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

01-2010-00-7802	SANITATION O/E	1,616.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	145,352.50
01-2010-00-7952	SEWER & PUMP STATIONS O/E	15,317.00
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	141,540.11
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01-2010-00-8101	SEN CITIZEN TRANS S&W	57,996.35
01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
01-2010-00-9401	CONSTRUCTION S&W	113,271.60
01-2010-00-9402	CONSTRUCTION O/E	18,470.50
01-2010-00-9500	ELECTRICITY O/E	155,025.00
01-2010-00-9501	CONDO STREET LIGHTING O/E	166,950.00
01-2010-00-9502	FUEL O/E	189,066.90
01-2010-00-9503	FUEL OIL	662.50
01-2010-00-9504	WATER- O/E	10,070.00
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	177,192.25
01-2010-00-9610	CHALLENGE GRANT BUS SHUTTLE O/	39,084.19
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00

01-2010-02-1005	EMPLOYEES HOSP OUT OF CAP	33,425.86
01-2010-02-1006	JOINT OUTLET SEWER M O/E	2,523,232.00
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	150,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	3,530,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	1,148,089.18
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	69,343.36
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,742,694.74

POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2015 year.

Jerry Guarino
Council President

Karen Carnevale
Municipal Clerk

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2015 BUDGET -N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2015 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2015 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals 1,000,000.00

Karen Carnevale
Municipal Clerk

Jerry Guarino
Council President

234-14

December 9, 2014

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

2014 Cancellations				234-14
Date	Account#	Amount	Amount	Account
		Debit	Credit	
12/9/2012	01-2010-02-1008-200	300,000.00		TAX APPEALS PENDING O/E
12/9/2012	01-2010-00-9902-080	19,816.37		PERS OE
12/9/2012	01-2010-00-9903-080	110,262.20		FICA OE
12/9/2012	01-2010-00-9905-080	181,242.19		PFRS OE
12/9/2012	01-2010-02-1006-130	124,189.67		JOINT MEETING
12/9/2012	01-2999- - -		735,510.43	OPERATIONS
		735,510.43	735,510.43	

235-14

12/9/2014

'RESOLUTION-APPROPRIATION TRANSFER
PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between 2014 Budget Appropriation be made as attached:

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

2014 Budget Transfers				235-14
Account	FROM	TO	DEPARTMENT	Explanation
01-2010-00-1001-030	25.13		MAYOR S&W	Excess transferred to another account
01-2010-00-1002-130	20,000.00		MAYOR OE	Excess transferred to another account
01-2010-00-1201-010	1.20		TOWNSHIP COUNCIL S&W	Excess transferred to another account
01-2010-00-1203-201	10,000.00		TOWNSHIP COUNCIL OE	Excess transferred to another account
01-2010-00-1402-070	100,000.00		LITIGATION	Excess transferred to another account
01-2010-00-1501-800	3,420.44		TOWNSHIP CLERK S&W	Excess transferred to another account
01-2010-00-1601-022	897.67		ELECTIONS S&W	Excess transferred to another account
01-2010-00-1701-012	0.88		LEGAL SERVICES S&W	Excess transferred to another account
01-2010-00-1901-012	0.60		PLANNING BOARD S&W	Excess transferred to another account
01-2010-00-1911-012	0.60		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
01-2010-00-1912-130	1,521.85		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
01-2010-00-1941-800	1,909.57		MUNICIPAL COURT S&W	Excess transferred to another account
01-2010-00-1951-012	2,450.00		PUBLIC DEFENDER S&W	Excess transferred to another account
01-2010-00-2801-030	0.92	-	COLLECTOR'S S&W	Excess transferred to another account
01-2010-00-2951-900	102,577.63	-	COMPTROLLER S&W	Excess transferred to another account
01-2010-00-3001-900	92,997.59	-	PLANNING & DEVELOPMENT S&W	Excess transferred to another account
01-2010-00-3101-025	49,510.36	-	HOUSING/CODE S&W	Excess transferred to another account
01-2010-00-5001-900	349,384.63	-	POLICE S&W	Excess transferred to another account
01-2010-00-7001-900	35,224.21	-	ENGINEERING S&W	Excess transferred to another account
01-2010-00-7401-900	34,056.14	-	PUBLIC WORKS S&W	Excess transferred to another account
01-2010-00-8101-025	23,440.91	-	SEN CITZ TRANSPORTATION S&W	Excess transferred to another account
01-2010-00-9101-030	26,502.19	-	PARKS & RECREATION S&W	Excess transferred to another account
01-2010-00-9401-030	34,032.25	-	CONSTRUCTION S&W	Excess transferred to another account
01-2010-00-9502-155	50,000.00	-	FUEL OE	Excess transferred to another account
01-2010-11-1000-	389,887.09	-	PENDING RETRO	Excess transferred to another account
01-2010-00-1602-202	-	71.32	ELECTIONS OE	Additional required in 2014
01-2010-00-2532-700	-	850,468.04	CENTRAL INSURANCE HEALTH BENEFI	Self Insurance Excess/RX Rate increase
01-2010-00-2001-900	-	3,957.11	BUSINESS ADMINISTRATOR S&W	Additional required in 2014
01-2010-00-2952-200	-	2,000.00	COMPTROLLER OE	Additional required in 2014
01-2010-00-4001-030	-	1,355.92	ASSESSING S&W	Underbudgeted in 2014
01-2010-00-5002-082	-	625.00	POLICE UNIFORM OE	Additional required in 2014
01-2010-00-7002-200	-	100.00	ENGINEERING OE	Additional required in 2014
01-2010-00-7101-200	-	20,000.00	BUILDING & PROPERTY OE	Additional required in 2014
01-2010-00-7502-115	-	266,021.53	STREET SALT & CHLORIDE	Severe winter storms
01-2010-00-7602-200	-	4,181.48	STREET REPAIE OE	Additional required in 2014
01-2010-00-7902-175	-	125,000.00	CENTRAL AUTOMOTIVE OE	Underbudgeted in 2014

01-2010-00-9610-150	-	16,461.80	CHALLENGE GRANT BUSES	Underbudgeted in 2014
01-2010-00-9612-210	-	300.00	NJSLOM	Underbudgeted in 2014
01-2010-00-9613-090	-	12,299.66	MEDICAL TRANSPORT	Underbudgeted in 2014
01-2010-00-9500-150	-	25,000.00	ELECTRICITY OE	Underbudgeted in 2014
	1,327,841.86	1,327,841.86		

33-15
1/6/2015

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached temporary budget appropriations:

Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
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01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
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01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
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01-2010-00-5003	POLICE O/E	105,496.50
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01-2010-00-6003	FIRE O/E	19,716.00
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01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
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01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

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01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
01-2010-00-9401	CONSTRUCTION S&W	113,271.60
01-2010-00-9402	CONSTRUCTION O/E	18,470.50
01-2010-00-9500	ELECTRICITY O/E	155,025.00
01-2010-00-9501	CONDO STREET LIGHTING O/E	166,950.00
01-2010-00-9502	FUEL O/E	189,066.90
01-2010-00-9503	FUEL OIL	662.50
01-2010-00-9504	WATER- O/E	10,070.00
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	177,192.25
01-2010-00-9610	CHALLENGE GRANT BUS SHUTTLE O/	39,084.19
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00

01-2010-02-1005	EMPLOYEES HOSP OUT OF CAP	33,425.86
01-2010-02-1006	JOINT OUTLET SEWER M O/E	2,523,232.00
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	150,000.00
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01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
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01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,742,694.74

POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2015 year.

Jerry Guarino
Council President

Karen Carnevale
Municipal Clerk

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2015 BUDGET -N.J.S. 40A:4-20

34-15

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2015 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2015 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals 1,000,000.00

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: January 6, 2015

xxx-14

December 9, 2014

RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

2014 Cancellations				
Date	Account#	Amount	Amount	Account
		Debit	Credit	
12/9/2012	01-2010-02-1008-200	300,000.00		TAX APPEALS PENDING O/E
12/9/2012	01-2010-00-9902-080	19,816.37		PERS OE
12/9/2012	01-2010-00-9903-080	110,262.20		FICA OE
12/9/2012	01-2010-00-9905-080	181,242.19		PFRS OE
12/9/2012	01-2010-02-1006-130	124,189.67		JOINT MEETING
12/9/2012	01-2999- - -		735,510.43	OPERATIONS
		735,510.43	735,510.43	

'RESOLUTION-APPROPRIATION TRANSFER
PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between 2014 Budget Appropriation be made as attached:

Jerry Guarino
Council President

Karen Carnevale
Municipal Clerk

Adopted: For December 9, 2014 meeting recessed until January 6, 2015

	2014 Budget Transfers				
	Account	FROM	TO	DEPARTMENT	Explanation
12/9/2014	01-2010-00-1001-030	25.13		MAYOR S&W	Excess transferred to another account
12/9/2014	01-2010-00-1002-130	20,000.00		MAYOR OE	Excess transferred to another account
12/9/2014	01-2010-00-1201-010	1.20		TOWNSHIP COUNCIL S&W	Excess transferred to another account
12/9/2014	01-2010-00-1203-201	10,000.00		TOWNSHIP COUNCIL OE	Excess transferred to another account
12/9/2014	01-2010-00-1402-070	100,000.00		LITIGATION	Excess transferred to another account
12/9/2014	01-2010-00-1501-800	3,420.44		TOWNSHIP CLERK S&W	Excess transferred to another account
12/9/2014	01-2010-00-1601-022	897.67		ELECTIONS S&W	Excess transferred to another account
12/9/2014	01-2010-00-1701-012	0.88		LEGAL SERVICES S&W	Excess transferred to another account
12/9/2014	01-2010-00-1901-012	0.60		PLANNING BOARD S&W	Excess transferred to another account
12/9/2014	01-2010-00-1911-012	0.60		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
12/9/2014	01-2010-00-1912-130	1,521.85		BOARD OF ADJUSTMENTS S&W	Excess transferred to another account
12/9/2014	01-2010-00-1941-800	1,909.57		MUNICIPAL COURT S&W	Excess transferred to another account
12/9/2014	01-2010-00-1951-012	2,450.00		PUBLIC DEFENDER S&W	Excess transferred to another account
12/9/2014	01-2010-00-2801-030	0.92	-	COLLECTOR'S S&W	Excess transferred to another account
12/9/2014	01-2010-00-2951-900	102,577.63	-	COMPTROLLER S&W	Excess transferred to another account
12/9/2014	01-2010-00-3001-900	92,997.59	-	PLANNING & DEVELOPMENT S&W	Excess transferred to another account
12/9/2014	01-2010-00-3101-025	49,510.36	-	HOUSING/CODE S&W	Excess transferred to another account
12/9/2014	01-2010-00-5001-900	349,384.63	-	POLICE S&W	Excess transferred to another account
12/9/2014	01-2010-00-7001-900	35,224.21	-	ENGINEERING S&W	Excess transferred to another account
12/9/2014	01-2010-00-7401-900	34,056.14	-	PUBLIC WORKS S&W	Excess transferred to another account
12/9/2014	01-2010-00-8101-025	23,440.91	-	SEN CITZ TRANSPORTATION S&W	Excess transferred to another account
12/9/2014	01-2010-00-9101-030	26,502.19	-	PARKS & RECREATION S&W	Excess transferred to another account
12/9/2014	01-2010-00-9401-030	34,032.25	-	CONSTRUCTION S&W	Excess transferred to another account
12/9/2014	01-2010-00-9502-155	50,000.00	-	FUEL OE	Excess transferred to another account
12/9/2014	01-2010-11-1000-	389,887.09	-	PENDING RETRO	Excess transferred to another account
12/9/2014	01-2010-00-1602-202	-	71.32	ELECTIONS OE	Additional required in 2014
12/9/2014	01-2010-00-2532-700	-	850,468.04	CENTRAL INSURANCE HEALTH BENEFI	Self Insurance Excess/RX Rate increase
12/9/2014	01-2010-00-2001-900	-	3,957.11	BUSINESS ADMINISTRATOR S&W	Additional required in 2014
12/9/2014	01-2010-00-2952-200	-	2,000.00	COMPTROLLER OE	Additional required in 2014
12/9/2014	01-2010-00-4001-030	-	1,355.92	ASSESSING S&W	Underbudgeted in 2014
12/9/2014	01-2010-00-5002-082	-	625.00	POLICE UNIFORM OE	Additional required in 2014
12/9/2014	01-2010-00-7002-200	-	100.00	ENGINEERING OE	Additional required in 2014
12/9/2014	01-2010-00-7101-200	-	20,000.00	BUILDING & PROPERTY OE	Additional required in 2014
12/9/2014	01-2010-00-7502-115	-	266,021.53	STREET SALT & CHLORIDE	Severe winter storms
12/9/2014	01-2010-00-7602-200	-	4,181.48	STREET REPAIE OE	Additional required in 2014
12/9/2014	01-2010-00-7902-175	-	125,000.00	CENTRAL AUTOMOTIVE OE	Underbudgeted in 2014
12/9/2014	01-2010-00-9610-150	-	16,461.80	CHALLENGE GRANT BUSES	Underbudgeted in 2014
12/9/2014	01-2010-00-9612-210	-	300.00	NJSLOM	Underbudgeted in 2014
12/9/2014	01-2010-00-9613-090	-	12,299.66	MEDICAL TRANSPORT	Underbudgeted in 2014

12/9/2014	01-2010-00-9500-150	-	25,000.00	ELECTRICITY OE	Underbudgeted in 2014
		1,327,841.86	1,327,841.86		

xxxx-15
1/6/2015

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached temporary budget appropriations:

Jerry Guarino
Council President

Karen Carnevale
Municipal Clerk

2015 Temporary Budget

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00

01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00
01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
01-2010-00-2701	TOWNSHIP PHYSICIAN S&W	265.00
01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
01-2010-00-2801	COLLECTORS OF S&W	49,184.28
01-2010-00-2802	COLLECTORS OF O/E	6,413.00
01-2010-00-2902	TREASURER O/E	2,623.50
01-2010-00-2951	COMPTROLLER S&W	118,326.14
01-2010-00-2952	COMPTROLLER O/E	37,636.63
01-2010-00-3001	PLANNING & DEV S&W	79,457.26
01-2010-00-3002	PLANNING & DE O/E	8,505.18
01-2010-00-3101	HOUSING CODE S&W	53,879.80
01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
01-2010-00-6003	FIRE O/E	19,716.00
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
01-2010-00-7301	PARKING FAC MAINT & REPAIR S&W	583.00
01-2010-00-7302	PARKING FAC MAINT & REPAIR O/E	1,184.55
01-2010-00-7401	PUBLIC WORKS S&W	734,295.96
01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

01-2010-00-7802	SANITATION O/E	1,616.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	145,352.50
01-2010-00-7952	SEWER & PUMP STATIONS O/E	15,317.00
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	141,540.11
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	5,928.58
01-2010-00-8101	SEN CITIZEN TRANS S&W	57,996.35
01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
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01-2010-00-9902	PERS O/E	242,546.02
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01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
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01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
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01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,742,694.74

POOL UTILITY

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08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2015 year.

Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2015 BUDGET -N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2015 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2015 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals 1,000,000.00

Karen Carnevale
Municipal Clerk

Jerry Guarino
Council President

Cash Management Plan of the Township of West Orange
In the County of Essex, New Jersey

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township of West Orange, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township of West Orange:

- Animal Control Trust Fund Account
- Assessment Trust Fund Account
- COAH Developer Fee Account and Growth Share Account
- Community Development Block Grant Account
- Current Account
- General Capital Account
- General Trust Account
- Municipal Insurance Trust Account
- Open Space Trust Fund
- Public Assistance Trust Fund I & II
- Section Eight Housing Account
- Special Improvement District Account
- Swim Pool Operating Account
- Unemployment Trust Account
- Workers' Compensation Account

All disbursements for the accounts listed above shall be made by checks signed (or facsimile signatures) by any three of the following: the Mayor, Comptroller, and Treasurer, or Designees.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township of West Orange, specifically:

Payroll Account

All disbursements for the Payroll Account shall be made by checks signed by the Comptroller, Tax Collector, Business Administrator, or Mayor.

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF WEST ORANGE
AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Comptroller of the Township of West Orange (or Designee) (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Township of West Orange are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

Bank of America, N.A.
CitiBank
Kearny Federal Savings Bank
Llewellyn-Edison Savings Bank, FSB
JP Morgan Chase Bank
New York Community Bank
PNC Bank, National Association
Reagl Bank
Santander Bank
Sovereign Bank
State of New Jersey Cash Management Fund
Team Capital Bank
TD Bank, NA
Valley National Bank
Union Center Bank
Wells Fargo Bank, NA

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE
DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official (s) of the Township of West Orange referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above.

None

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if.
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:19-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (I) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (II) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7, and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government Securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of West Orange, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township of West Orange to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve Securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Township of West Orange or by a third party custodian prior to or upon the release of the Township of West Orange's funds.

To assure that all parties with whom the Township of West Orange deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official (s).

VIII. REPORTING REQUIREMENTS.

Each month during which this Plan is in effect, the Designated Official (s) referred to in Section III hereof shall supply to the governing body of The Township of West Orange a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Township of West Orange as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.

- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township of West Orange.

IX. TERM OF PLAN.

The Plan shall be in effect for the 2015 year. Attached to this Plan is a resolution of the governing body of the Township of West Orange approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION

WHEREAS, the Township of West Orange (the "Township"), through the Township's Fire Department, provides emergency ambulance transport services to residents and visitors of the Township; and

WHEREAS, provision of the foregoing services entails substantial annual cost, the cost of which can be offset by charging medical insurance companies a user fee for ambulance transport services; and

WHEREAS, following competitive bidding, by adoption of Resolution 160-13 on August 20, 2013, the Township authorized the award of a third-party billing contract to Revenue Guard, a New Jersey corporation with a principal business address of 50 U.S. Highway 9, Morganville, New Jersey, 07751 ("RevGuard"); and

WHEREAS, pursuant to the Township's agreement with RevGuard, RevGuard is responsible for all costs related to software utilized in connection with the third-party billing services provided to the Township by RevGuard; and

WHEREAS, it is anticipated that in the coming year, the Township will begin to utilize software owned by ImageTrend, Inc. ("ImageTrend") in connection with the third-party billing services provided to the Township by RevGuard; and

WHEREAS, ImageTrend has requested that the Township execute a Business Associate Agreement ("BSA"), which shall govern the transmission of health information protected by state and/or federal law, in the form annexed hereto as **Attachment "A"**; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize execution of the BSA, to be executed in the form annexed hereto as **Attachment "A"**; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate such agreement between the Township and ImageTrend, and the

Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature; and be it further

RESOLVED, that this Resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen Carnevale
Township Clerk

Honorable Jerry Guarino
Council President

Dated:

Adopted:

ATTACHMENT “A”

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is effective upon execution of the Agreement

between Client's authorized user <Insert Service or Agency Name>

Address _____ City _____ State _____ Zip _____ referred

to as the ("Covered Entity") and State of New Jersey, Department of the Treasury, Division of Purchase and Property at 33 West State Street, 8th Floor, PO Box 230, Trenton, New Jersey 08625 referred to as the ("Client") who has established a Business Associate Agreement ("Agreement") with ImageTrend, Inc., a Minnesota corporation and Client's Vendor located at 20855 Kensington Blvd., Lakeville, MN 55044, ("ImageTrend") or the ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise

defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether

a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the

scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. Data Breach Notification and Mitigation.

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer

Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Covered Entity is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which the Covered Entity is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to

a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

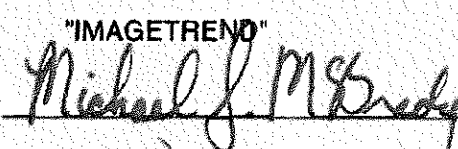
By: _____

Name: _____

Title: _____

Dated: _____

BUSINESS ASSOCIATE:

By:  _____

Name: Michael J. McBrady

Title: President

Dated: 01/02/2014

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES,
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 7-32.2, Restricted Parking Zones, 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):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
20 Valley Way north	1	Beginning 182 feet of the northerly curb line of Amos Street extended and extending 18 feet northerly.
7 Kirk Street	1	Beginning 160 feet west of the westerly curb line of Franklin Avenue and extending 18 feet northwesterly.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect 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 of the New Jersey Department of Transportation if required.

ROBERT D. PARISI, MAYOR

Susan McCartney, Council President

Approved as to form on the basis of the facts provided.

Karen J. Carnevale, Municipal Clerk

Introduced: December 9, 2014

Adopted:

AN ORDINANCE AMENDING CHAPTER 2, SECTION 40 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "MUNICIPAL COURT ESTABLISHED"

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 2, Section 40 of the Revised General Ordinances is hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to: (i) update the statutory references set forth in Chapter 2, Section 40 of the Revised General Ordinances of the Township of West Orange such that they accurately reflect state statutes currently governing all municipal courts; and (ii) in the same Section, replace the title "Presiding Judge" with "Chief Judge" to ensure consistency with state statutes.

II. CHAPTER 2, SECTION 40.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-40.1 Established; Powers.

There shall be a Municipal Court in the Township pursuant to the provisions of N.J.S.A. 2B:12-1, et seq., as amended and supplemented, to be known as the "Municipal Court of the Township of West Orange, Essex County." The Municipal Court shall have a seal bearing the impress of the name of the Court. The Court shall be held in the municipal building of the Township, or such other place as the Township Council shall designate from time to time, and shall exercise all the functions, powers, duties and jurisdiction conferred upon Municipal Courts by the provisions of N.J.S.A. 2B:12-1, et seq., as amended and supplemented, or any other law.

III. CHAPTER 2, SECTION 40.2 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2:40.2 Judge of the Municipal Court; Powers and Duties.

There shall be two (2) Judges of the Municipal Court appointed by the Mayor with the advice and consent of the Township Council. The Judges of the Municipal Court shall serve for a term of three (3) years from the date of appointment and until a successor or successors shall be appointed and qualified. The Judges of the Municipal Court shall receive such compensation as provided by ordinance by the Council.

The Judges of the Municipal Court shall have and possess the qualifications, and shall have, possess and exercise all the functions, duties, powers, and jurisdiction conferred by N.J.S.A. 2B:12-1, et seq., as amended and supplemented by general law or ordinance.

The Mayor may designate one (1) of such Municipal Judges as "Chief Judge." The Chief Judge shall assume the prime administrative authority for the operation of the Municipal Court in accordance with the rules governing the Courts of the State of New Jersey.

The Mayor may appoint an Acting Municipal Court Judge with the advice and consent of the Township Council, pursuant to Statute, and subject to the rules governing the Courts of the State of New Jersey, in the event of disqualification, incapacity, incompetency, or death of one (1) or both of the permanent, part-time Municipal Judges referred to in this subsection.

ROBERT D. PARISI, MAYOR

Susan McCartney, Council President

Approved as to form on the basis of
the facts provided.

Karen J. Carnevale, Municipal Clerk

Introduced : December 9, 2014

Adopted: January 6, 2015

2435-14

LEGISLATIVE HISTORY

Currently, Section 40 of Chapter 2 of the Revised General Ordinances of the Township of West Orange, entitled “Municipal Court Established,” contains multiple references to N.J.S.A. 2A:8-1 (the “Prior Statute”), which previously governed municipal courts in the State of New Jersey. The Prior Statute was repealed effective February 15, 1994, and was replaced with N.J.S.A. 2B:12-1, et seq. (the “Current Statute”). This Ordinance replaces all references to the Prior Statute with references to the Current Statute.

In addition, Section 40.2 of Chapter 2 currently empowers the Mayor to designate one (1) of the Township’s Municipal Judges as “Presiding Judge.” State law, however, authorizes a municipality to designate a *chief judge*. N.J.S.A. 2B:12-8. The *presiding judge* of the municipal courts is a judge of the Superior Court or a municipal court appointed by the Chief Justice of the Supreme Court of New Jersey to preside over all municipal courts within the State. To avoid confusion and ensure consistency with state law, this Ordinance replaces the title “Presiding Judge” with “Chief Judge.”

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 4, 51.6, 51.7, 51.8, 51.9, 51.10,
AND 51.15, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF
WEST ORANGE
(REVISION OF VARIOUS ZONING ORDINANCES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 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 overhaul and revise the Township of West Orange Code governing various aspects of zoning and planning consistent with recommendations provided from the West Orange Planning Board and adopted by the Township of West Orange Council.

II. CHAPTER 25-4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING DEFINITIONS AS FOLLOWS:

25-4 Definitions.

b. *Specific Definitions*

Site plan shall mean a development plan of one or more lots or parcels meeting the requirements of this chapter and the Municipal Land Use Law.

Site plan, major shall mean any development plan for one or more lots that does not meet the definition of a minor site plan, as defined herein.

Site plan, minor shall mean any development plan of one or more lots that does not involve planned development, any new street, or the extension of any off-tract improvement, the cost of which is to be prorated pursuant to N.J.S.A. 40:55D-42; and proposes development that would require not more than five new parking spaces over and above the existing permitted spaces on the site, pursuant to the Township's zoning requirements; and proposes development of not more than 1,000 square feet of new building floor area.

Site Plan Review Advisory Board shall mean the Board established pursuant to N.J. S.A. 40:55D-39f and Section 25-51.15 as amended and supplemented.

Site plan approval shall not be required for a change in use or modification of an existing use that does not change the size of an existing building or propose any modifications to existing site improvements such as sidewalks, driveways, parking areas, fences and walls.

III. CHAPTER 25-51.6 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.6 Minor Site Plan Requirements.

A complete application for a minor site plan shall include all applicable administrative requirements as delineated in subsection 25-51.2, any data that cannot be mapped, attached to the application form and the following information on one (1) or more maps:

- a. The zoning district in which the subject property is located as well as all zoning district boundaries within two hundred (200) feet.
- b. Key Map showing a sufficient number of natural and man-made features so that the subject property can be located in the field.
- c. Lot, block and property owner information.
- d. Zoning district dimension, setback and area requirements and the relationship of the subject proposal to those requirements.
- e. Bearing and distance data for all lot lines.
- f. North arrow, signature block, graphic scale, title block, name of individual preparing the map together with the individual's raised seal and signature.
- g. Date of map preparation and any revision dates.
- h. All existing structures and wooded areas within the subject property.
- i. The location and design of all new or expanded buildings, sidewalks, driveways and parking areas.
- j. The location of all easements within the subject property.
- k. Four (4) copies of a map, referred to as a "Run Card", depicting the location of all fire hydrants within the subject property, and depicting the surrounding streets, based on a scale of one (1) inch equaling four hundred (400) feet, and contained on an eight and one-half by eleven (8.5 x 11) inch paper within an area not to exceed seven and one-half (7.5) inches in width and eight (8) inches in height.

IV. CHAPTER 25-51.7. SHALL BE AND HEREBY IS REPEALED AND DELETED

V. CHAPTER 25-51.7.1. SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.7.1 Major Site Plan Requirements - Preliminary Stage.

A complete application for a preliminary major site plan shall include all applicable administrative requirements as delineated in subsection 25-51.2, data that cannot be mapped attached to the application form and the following information on one (1) or more maps.

a. *Basic Data.*

1. Name of the project.
2. A Key Map showing the general location of the project within the community, tax map sheet number, block number and lot numbers.
3. Zone district lines within five hundred (500) feet of the project.
4. Graphic scale not to exceed one (1) inch equals fifty (50) feet of the project.
5. The limits of the total site together with the acreage to the nearest 1/100th of an acre.
6. Date of the original plan and any subsequent revisions.
7. Appropriate places for the signature of the Planning Board Chairman, Secretary and Engineer.
8. A site data box comparing ordinance requirements to actual site plan proposals.
9. Name of individual preparing the site plan together with an embossed engineer's or architect's seal, applicable signature and license number.
10. The location of all structures, property owners and utility poles within two hundred (200) feet of property.
11. Reference to property survey or other information used in preparing map.
12. Bearing and distance information together with property dimensions.
13. Soil survey data indicating soil type, general constraints and depth to bedrock.

b. *Building Data.*

1. Size, heights, location of all existing and proposed buildings, including all proposed setback dimensions from property lines. Existing buildings to be removed should be so noted.
2. A preliminary floor plan of all buildings.
3. Architectural elevations of the front, side and rear of all buildings and perspective sketches or three (3) dimensional models where appropriate.
4. The location and design details of all sidewalks showing connections between buildings, parking areas, and public areas along all expected paths of pedestrian travel.
5. Parking spaces and access plans for the handicapped which shall be in addition to the parking required by ordinance.
6. Circulation plans and loading areas for all expected truck and tractor-trailer traffic.
7. A proposed lighting plan identifying the fixtures to be used as to height, location, luminosity and the lighting pattern in relationship to the other features of the site plan.

c. *Grading, Landscaping and Environmental Data.*

1. Existing and proposed grading at two (2) foot contour intervals or five (5) foot intervals if the grade is more than fifteen (15%) percent with spot elevations at all building corners and critical locations.
2. The finished floor elevation of all building floors with direct access to the outside.
3. All existing wooded areas and individual specimen trees greater than six (6) inches in diameter indicating what is to be removed and what is to remain.
4. A proposed planting plan and planting schedule indicating the location, the species' common and botanical names, size, quantity and planting instructions for all plant material to be installed including trees, shrubs and ground covers prepared by a professional landscape architect.
5. All areas to be seeded and/or sodded.
6. The location and construction details of all proposed retaining walls, fencing and earthen berms.
7. All buffer areas proposed to separate land uses and to screen unsightly areas.
8. The location and all proposed construction details for all proposed and existing signs.
9. The location and identification of all proposed open spaces, parks or recreation areas and facilities.
10. Environmental impact study.
11. A copy of a tree removal permit or application for same if applicable.

d. *Utilities and Drainage Data.*

1. The location, size and capacity of all existing storm drainage facilities, including catch basins which are directly impacted by the proposed development, whether on or off-site and the limits of any flood hazard area affecting the site.
2. All proposed storm drainage facilities, transmission lines, fire hydrants, etc., as well as calculations showing their adequacy.
3. The location and size of all proposed water supply facilities including wells, storage facilities, transmission lines, fire hydrants, etc., as well as calculations showing their adequacy.
4. The location and size of all proposed sanitary sewer mains as well as the location and construction details and calculations to indicate adequacy.
5. Plans for the storage and collection of all solid waste.
6. All off-site and on-site easements which may be required together with copies of legal documentation to support the grant of such easements.
7. The location and type of all other underground utilities.

VI. CHAPTER 25-51.7.2 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.7.2 Major Site Plan Requirements - Final Stage.

A complete application for a final major site plan shall include all applicable administrative requirements as delineated in subsection 25-51.2 and the following information on one (1) or more maps or attached to the application form if it cannot be mapped.

- a. Verification that all of the conditions of the preliminary approval have been met.
- b. A map or maps which comply with this chapter depicting that portion of the project for which final approval is being requested.
- c. A developer's agreement if required by the preliminary approval.
- d. A statement indicating the reasons for any deviations from approved preliminary site plan.
- e. Any off-tract improvement contributions if required.
- f. Four (4) copies of a map, referred to as a "Run Card", depicting the location of all fire hydrants within the subject property, and depicting the surrounding streets, based on a scale of one (1) inch equaling four hundred (400) feet, and contained on an eight and one-half by eleven (8.5 x 11) inch paper within an area not to exceed seven and one-half (7.5) inches in width and eight (8) inches in height.

VII. CHAPTER 25-51.8 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.8 Conditional Use Requirements.

No conditional use application shall be considered complete unless it fully conforms with Subsections 25-51.2, 25-51.6 and 25-51.7.1 as well as the following requirements:

- a. A notation indicating the section of this chapter that allows the conditional use as proposed.
- b. A listing of the conditional use standards that apply to the subject proposal.

VIII. CHAPTER 25-51.9 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.9 "C" Variance Requirements.

No "c" or bulk variance application shall be considered complete unless it fully conforms with subsection 25-51.2 as well as the following requirements:

- a. A map, either in conformance with subsections 25-51.3, 25-51.4, 25-51.5, 25-51.6 and 25-51.7.1 or if the application is to be bifurcated, a separate map, signed and sealed by an architect, engineer, planner or surveyor which provides sufficient data (i.e., setbacks, lot area, existing and proposed structures, etc.) upon which a decision can be based.

- b. A statement or legal brief which clarifies why the "c" variance should be granted. Particular attention should be paid to the contents of N.J.S.A. 40:55D-70c, applicable case law and relevant Township Ordinances and N.J. Statutes.

VIII. CHAPTER 25-51.10 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.10 "D" Variance Requirements.

No "d" or use variance application shall be considered complete unless it fully conforms with subsection 25-51.2 as well as the following requirements:

- a. A map, either in conformance with subsection 25-51.3, 25-51.4, 25-51.5, 25-51.6 or 25-51.7.1 or if the application is to be bifurcated, a separate map, signed and sealed by an architect, engineer, planner or surveyor which provides sufficient data (i.e. setbacks, lot area, existing and proposed structures, etc.) upon which a decision can be based.
- b. A statement or legal brief which clarifies why the "d" variance should be granted and the "special reasons" that pertain to the subject proposal. Particular attention should be paid to the contents of N.J.S.A. 40:55D-70d, applicable case law and relevant Township Ordinances and N.J. Statutes.
- c. A planning report prepared by a licensed Professional Planner and a traffic report prepared by a licensed Professional Engineer. The Board may waive the provision of such reports at its discretion.

IX. CHAPTER 25-51.15 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.15 Site Plan Review Advisory Board.

- a. *Establishment.* There is hereby established a Site Plan Review Advisory Board to assist the Planning Board, the Zoning Board of Adjustment and site plan applicants. This Committee shall be comprised of:
 - 1. Director of Planning
 - 2. Township Engineer
 - 3. A Class IV member of the Planning Board who shall hold no other municipal office, appointed by the Planning Board
 - 4. A member of the Zoning Board of Adjustment appointed by the Zoning Board of Adjustment
 - 5. Zoning Official
 - 6. Construction Official
 - 7. Representatives of the Building Department, Fire Department, Health Department and Police Department.

- b. *Review.* The Site Plan Review Advisory Board shall review all applications that require major site plan approval. The applicant shall be notified, in writing not less than seven (7) days before, of the date on which the application shall be reviewed by the Site Plan Review Advisory Board. The applicant shall be invited to attend, either alone or accompanied by an attorney, architect, engineer and any other experts the applicant chooses. The Site Plan Review Advisory Board shall issue its recommendations on every application, in writing. These recommendations shall be filed with the secretary of the proper board and a copy shall be mailed to the applicant.
- c. *Post Approval Review* A request by an applicant to change one or more aspects of a site plan previously approved by the Planning Board or Zoning Board of Adjustment shall be reviewed by the Site Plan Review Advisory Board to determine whether such changes are considered substantial. Any changes determined to be substantial shall require amended site plan approval from the Board that granted the original approval.
- d. *Time for Decisions.* Referral of an application to the Site Plan Review Advisory Board shall not extend the time within which the Planning Board or Board of Adjustment must act upon such application pursuant to the MLUL

X. 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.

XI. 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.

XII. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Jerry Guarino, Council President

Honorable Robert D. Parisi
Mayor

Introduced: January 6, 2015

Adopted: January 27, 2015

Approved as to form on the basis of the facts provided:

Karen J. Carnevale, Municipal Clerk

Legislative History

This ordinance is drafted as part of an overhaul of the Municipal Code governing the process and procedures for application to the Township of West Orange Planning Department and the Township of West Orange Planning Board and Zoning Board of Adjustment. This ordinance follows a series of recommendations made by the Township of West Orange Planning Board to the Township of West Orange Council for consideration and implementation. This overhaul creates two (2) separate categories of site plan review for: (1) Minor Site Plan Requirements and (2) Major Site Plan Requirements. In addition, the ordinance transforms the previously established Technical Advisory Committee to a “Site Plan Review Advisory Board,” as enabled by the Municipal Land Use Law.

4843-4662-3520, v. 1

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-11, PARKING TIME LIMITED ON
CERTAIN STREETS DURING CERTAIN HOURS;
SUBSECTION 7-23.1, TURN PROHIBITIONS AND
SUBSECTION 7-26.1, BUS STOPS
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 7-11, Parking Time Limited on Certain Streets During Certain Hours, 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*):

Name of Street	Sides	Time Limit	Hours	Location
<i>St. Cloud Avenue north curbline</i>	<i>East</i>	<i>1 Hr.</i>	<i>8:00 a.m. to 6:00 p.m.</i>	<i>Beginning 65 feet of the northerly of Northfield Avenue and extending 100 northerly.</i>
St. Cloud Avenue north	East	1 Hr.	9:00 a.m. to 6:00 p.m.	Beginning 65 feet of the northerly curbline of Northfield Avenue and extending 100 feet northerly.

Section 2. Subsection 7-23.1, Turn Prohibitions, 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*):

Intersection	Turn Prohibited	Hours/Days	Movement
St. Cloud Avenue and Stagg Field southerly southerly driveway	Left	8:00 a.m. to 9:00 a.m.;	Prohibited Eastbound on Stagg Field driveway to

		School Days	northbound on St. Cloud Avenue
St. Cloud Avenue and Stagg Field	Right	8:00 a.m.	Eastbound on Stagg Field
northerly northerly driveway	driveway to	to	9:00 a.m.;
driveway to	southbound on St. Cloud Avenue		School Days

Section 3. Subsection, 7-26.1, Bus Stops, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denoted deletion, bold type denotes addition*):

	BUS STOPS (AT VARIOUS SCHOOL LOCATIONS)	Hrs
2.	Along St. Cloud Avenue, northbound on the easterly side thereof:	
b.	Between Northfield Avenue and Rodman Place beginning 65 feet north of the northerly curbline of Northfield Avenue and extending 100 feet northerly thereof.	8:00 a.m. to 9:00 a.m; School Days

Section 4. 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 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. This Ordinance shall take effect upon final passage and publication in accordance with law and upon approval of the New Jersey Department of Transportation if required by Statute.

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Karen J. Carnevale, Municipal Clerk

Introduced: January 6, 2015

LEGISLATIVE HISTORY

This Ordinance, to improve both vehicular and pedestrian safety along St. Cloud Avenue in the vicinity of the St. Cloud Elementary School, will expand the area for bus parking on School Day mornings only to include the area along St. Cloud Avenue in front of a small commercial strip center located just south of the School. Since this area is used as a drop off of students by parents or guardians it will require parents or guardians to use either the drop off on St. Cloud Avenue at the northerly side of the school or the two parking lots located in Stagg Field opposite the school on St. Cloud Avenue. Then to minimize traffic along the school's frontage on St. Cloud Avenue, vehicle movements will be regulated out of the two parking areas on school day mornings. The prohibited movements will require motorists to turn away from the school's frontage when exiting the two parking areas.

December 30, 2014

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **AMENDMENTS TO CHAPTER 7, TRAFFIC**
ST. CLOUD AVENUE AT
ST. CLOUD ELEMENTARY SCHOOL

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

Attached please find an Ordinance to amend several subsections of Chapter 7, Traffic, of the Revised General Ordinances. These changes will improve the safety of motorists and pedestrians along St. Cloud Avenue at the St. Cloud Elementary School. These amendments are proposed as a result of the observations and recommendations from a site meeting earlier this fall at the school with representatives of the School Administration, the Police Traffic Division and me.

In the morning there is a need to provide additional curb area for students being discharged by bus. The expanded area will be placed in front of the small strip center located on the northeasterly corner of the intersection of St. Cloud Avenue and Northfield Avenue just south of the school. This will be a Bus Stop on School Days only between the hours of 8:00 a.m. and 9:00 a.m. so as not to interfere with the parking needs of the commercial establishments. From 9:00 a.m. to 6:00 p.m. parking will be limited to one hour. The current regulation starts the time limited parking at 8:00 a.m. This area has been used as a drop off by parents or guardians of students arriving by motor vehicle. This will no longer be allowed, and they will then need to use the drop off area on St. Cloud Avenue along the northerly end of the school or two parking lots in Stagg Field across St. Cloud Avenue from the School. In the morning to minimize traffic in front of the school from motorists exiting those two driveways, there will be turn prohibitions at each from 8:00 a.m. to 9:00 a.m. on School Days. Left turns will be prohibited out of the southerly driveway and right turns will be prohibited out of the northerly driveway.

If you have any questions on these regulations please contact me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
John Gross
Richard D. Trenk
Kenneth Kayser
Police Chief James Abbott
Police Lt. John Morella
Principal Eric Price
Transportation Coordinator Pam Nicholais



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Township Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: engineering@westorange.org

December 30, 2014

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

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ST. CLOUD AVENUE AT
ST. CLOUD ELEMENTARY SCHOOL

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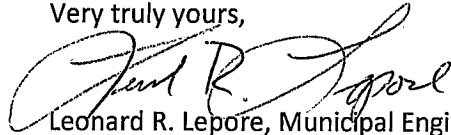
WEST ORANGE NJ

2014 DEC 31 AM 11:54

MUNICIPAL CLERK
RECEIVED

If you have any questions on these regulations please contact me.

Very truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
John Gross
Richard D. Trenk
Kenneth Kayser
Police Chief James Abbott
Police Lt. John Morella
Principal Eric Price
Transportation Coordinator Pam Nicholais

AN ORDINANCE AMENDING AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATIONS AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance amending an ordinance adopting and creating the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

<u>Title</u>	<u>Date</u>	<u>Minimum</u>	<u>Maximum</u>
Communications Manager	1/1/2015	75,000	90,000

SECTION 2. The ordinances and the titles and salary ranges herein provided shall become effective January 1, 2015.

SECTION 3. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL

PRESIDENT
DATED: January 6, 2015 _____

ADOPTED: January 27, 2015

Approved as to form and legality on the basis of the facts set forth.

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HIST ORY

Due to frequent changes in technology and the computerization of communications equipment the Township is in need of an individual to oversee, maintain and manage the efficient use of communications equipment on a daily basis.