



# PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15-131

## RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: December 16, 2015

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: BAZIAN offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and  
WHEREAS, the public body is of the opinion that such circumstances presently exist:


NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Personnel: Administration: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: KOLODZIEJ AYES: 6 ABSENT: 1 Time: 1:35 pm

RECORD OF COMMISSION VOTE ON FINAL PASSAGE				
	AYE	NAY	ABSTAIN	ABSENT
RIGO SANCHEZ				X
JEFFREY LEVINE	X			
RUSSELL GRADDY	X			
GLORIA KOLODZIEJ	X			
MENACHEM BAZIAN	X			
THOMAS P. DE VITA	X			
CHRYSTAL CLEAVES	X			

  
 \_\_\_\_\_  
 PRESIDENT  
 CHRYSTAL CLEAVES

  
 \_\_\_\_\_  
 SECRETARY  
 THOMAS P. DE VITA



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.

  
LOUIS AMODIO  
Administrative Secretary

**RESOLUTION: 15-132**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: DECEMBER 16, 2015**

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **DE VITA**

**WHEREAS,** notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on November 17, 2015 for Contract 15-B-41 "Furnish and Install ICP Laboratory Equipment and Appurtenances"; and

**WHEREAS,** said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, ( and General Counsel as to form and legality); and

**WHEREAS,** in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the one bid received and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

**WHEREAS,** the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering, and Executive Director and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

**NOW, THEREFORE, BE IT RESOLVED,** by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the single bid received by PVWC on November 17, 2015, with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract 15-B-41 "Furnish and Install ICP Laboratory

Equipment and Appurtenances" in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>      </u>	<u>      </u>	<u>      </u>	<u>  <b>X</b>  </u>
<b>LEVINE, J.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>GRADDY, R.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>KOLODZIEJ, G.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>BAZIAN M.</b>	<u>      </u>	<u>      </u>	<u>      </u>	<u>  <b>X</b>  </u>
<b>DE VITA, T.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>CLEAVES, C.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>

**Adopted at a meeting of Passaic Valley Water Commission.**



**President  
CRYSTAL CLEAVES**



**Secretary  
THOMAS P. DE VITA**

**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.



**LOUIS AMODIO  
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 23, 2015

FROM: Purchasing Department

TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss

RE: **Contract # 15-B-41**  
**Furnish and Install ICP Laboratory Equipment and Appurtenances**

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations. The Finance Department has certified the availability of funds (see attached).

One bid was received, that of **PerkinElmer Health Sciences, Inc.**, of Shelton, Connecticut, in the amount of \$106,796.20.

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey ✓

Contract 15-B-41  
 Furnish and Install ICP Laboratory Equipment and Appurtenances

Bids Received: November 17, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Perkin Elmer Health Sciences, Inc. 710 Bridgeport Avenue Shelton, Connecticut 06484	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$106,796.20	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Thermo Fisher Scientific 5 Ferris Estates New Milford, Connecticut 06776	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION: 15-133**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: DECEMBER 16, 2015**

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **DE VITA**

**WHEREAS**, on November 3, 2015 three (3) bids were received by PVWC for Contract No. 15-B-40 "Liquid Ferric Sulfate"; and

**WHEREAS**, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality), as set forth in memoranda from the Director of Engineering and from the Director of Purchasing (dated November 23, 2015 and November 5, 2015, respectively), and copies of which are attached hereto and made a part hereof; and

**WHEREAS**, the apparent low bid submitted by Kemira Water Solutions. Inc. of Lawrence, Kansas ("Kemira") failed to include a proper consent of surety with their bid, which is in contravention of the Local Public Contracts Law and the bid specifications; and

**WHEREAS**, this material non-curable defect (Kemira's failure to include a proper consent of surety with their bid) thereby disqualifies their bid; and

**WHEREAS**, the bid pricing submitted by the remaining two (2) bidders substantially exceeds PVWC's cost estimate for this chemical by more than thirty seven percent (37%); and

**WHEREAS**, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the bids received and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

**WHEREAS**, the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering,

Director of Purchasing, and Executive Director and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

**NOW, THEREFORE, BE IT RESOLVED,** by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the bids received by PVWC on November 3, 2015, with respect to the Contract are hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 15-B-40 "Liquid Ferric Sulfate" in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>      </u>	<u>      </u>	<u>      </u>	<u>  <b>X</b>  </u>
<b>LEVINE, J.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>GRADY, R.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>KOLODZIEJ, G.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>BAZIAN M.</b>	<u>      </u>	<u>      </u>	<u>      </u>	<u>  <b>X</b>  </u>
<b>DE VITA, T.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>CLEAVES, C.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>

**Adopted at a meeting of Passaic Valley Water Commission.**

  
 \_\_\_\_\_  
**President**  
**CHRYSTAL CLEAVES**

  
 \_\_\_\_\_  
**Secretary**  
**THOMAS P. DE VITA**

**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**



**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.



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**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: November 23, 2015

To: Hon. Commissioners

From: J. Duprey

c: J. Bella  
G. Hanley  
L. Amodio  
L. Beckering

Re: Contract No. 15-B-40 "Liquid Ferric Sulfate"

On November 3, 2015 three (3) bids were received by PVWC for Contract No. 15-B-40 "Liquid Ferric Sulfate". A copy of the tabulation of the bids received for this Contract is attached.

The apparent low bid submitted by Kemira Water Solutions, Inc. of Lawrence, Kansas ("Kemira") failed to include a proper consent of surety with their bid, which is in contravention of the Local Public Contracts Law and the bid specifications.

This material non-curable defect (Kemira's failure to include a proper consent of surety with their bid) thereby disqualifies their bid.

The bid pricing submitted by the remaining two (2) bidders substantially exceeds PVWC's cost estimate for this chemical by more than thirty seven percent (37%). PVWC will revise the bidding documents prior to re-bidding the Contract to include, among other things, a reduction in the overall duration of the Contract.

Subject to review and approval by the Law Department, it is recommended that the bids received for the above-referenced Contract be rejected for reasons set forth above, and that the revised Contract 15-B-40 be issued for re-bid.

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PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 5, 2015

FROM: Purchasing Department

TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss

RE: **Contract # 15-B-40**  
**Liquid Ferric Sulfate**

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations.

Three (3) bids were received. The apparent low bid contained a non-curable defect and the others substantially exceed the Commission's cost estimates.

Respectfully submitted,

  
Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey ✓

Contract # 15-B-40  
Liquid Ferric Sulfate

Bids Received: November 3, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Main Pool & Chemical Company 110 Commerce Street Dupont, Pennsylvania 18641 <a href="mailto:donna@mainpoolchemical.com">donna@mainpoolchemical.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Chemtrade Chemicals US LLC 90 East Halsey Road Parsippany, New Jersey 07054 <a href="mailto:mculver@chemtradelogistics.com">mculver@chemtradelogistics.com</a>	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$2,215.00/Ton  \$2,215,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Pennco, Inc. 831 Bartlett Road Sealy, Texas 77474 <a href="mailto:sarah@pennco.com">sarah@pennco.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$1,991.00/Ton  \$1,991,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Kemira Water Solutions 4321 West 6th Street Lawrence, Kansas 66049 <a href="mailto:kwsna.bids@kemira.com">kwsna.bids@kemira.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$1,680.00/Ton  \$1,680,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
George S. Coyne Chemical Co., Inc. 3015 State Road Croydon, Pennsylvania 19020 <a href="mailto:bidadministration@coynechemical.com">bidadministration@coynechemical.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION: 15-134**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT #T1316 11-x-21415**  
**RENEWAL OF MAINTENANCE CONTRACT**  
**FOR PVWC'S PHONE/IVR SYSTEM**  
**DATE OF ADOPTION: DECEMBER 16, 2015**

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **DE VITA**

**WHEREAS**, under the current New Jersey State Contract #T1316 11-x-21415 (herein the "State Contract"), PVWC requires renewal of its current contract with NEC Corporation for continued maintenance of PVWC's phone/IVR system; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS**, PVWC has elected to procure the said renewal of the current contract with NEC Corporation (the "Awardee") under the State Contract, and a copy of a memorandum dated December 4, 2015 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the agreement shall be for a three (3) year term commencing January 31, 2016 and extending through January 30, 2019 payable at an annual amount of \$40,685.26 totaling \$122,055.78; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

**WHEREAS**, the Executive Director, the Director of Engineering, and the Comptroller have reviewed the above-referenced memorandum and concur with the Director of Purchasing's

recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

**WHEREAS,** PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED,** by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the State Contract for renewal of the maintenance contract for PVWC's phone/IVR system is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.


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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<b>SANCHEZ, R.</b>	<u>      </u>	<u>      </u>	<u>      </u>	<u>  <b>X</b>  </u>
<b>LEVINE, J.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>GRADDY, R.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>KOLODZIEJ, G.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>BAZIAN M.</b>	<u>      </u>	<u>      </u>	<u>      </u>	<u>  <b>X</b>  </u>
<b>DE VITA, T.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>CLEAVES, C.</b>	<u>  <b>X</b>  </u>	<u>      </u>	<u>      </u>	<u>      </u>

**Adopted at a meeting of Passaic Valley Water Commission.**

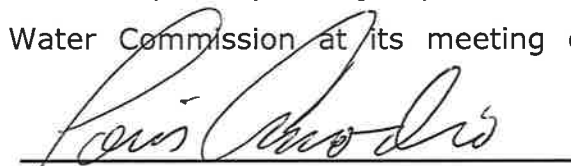
  
 \_\_\_\_\_  
**President**  
**CHRISTAL CLEAVES**

  
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**Secretary**  
**THOMAS P. DE VITA**

**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.



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**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT #T1316 11-x-21415  
RENEWAL OF MAINTENANCE CONTRACT  
FOR PVWC'S PHONE/IVR SYSTEM**

**PVWC'S PURCHASING DEPARTMENT'S  
MEMORANDUM DATED DECEMBER 4, 2015  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 4, 2015

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **State Contract # T1316 11-x-21415 – NEC Corporation - Maintenance**

Maintenance on our NEC Corporation Phone/IVR system is due for renewal. The attached agreement is for a three (3) year term (January 31, 2016 through January 30, 2019) payable at an annual amount of \$40,685.26, totaling \$122,055.78 for the full three year term. The Finance Department has certified the availability of funds (attached).

As proprietary software, this award without bidding is provided for under LCPL 40A:11-5 (dd).

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey ✓

# OFFICE OF THE COMPTROLLER

## CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

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Description of Project or Contract : **NEC Corporation – State Contract  
T1316 11-x-21415**

Amount of Project or Contract: \$ 122,055.78 (Payable annually @ \$40,685.26)  
1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

Specific Appropriation to which expenditures will be charged: Capital Budget  
2016/2017/2028/2019

Other comments: Three (3) Contract Year Commencing: January 2016  
NEC Corporation Phone/TVR System Maintenance

Date of Certification: 12/04/2015 Certified: \$ 122,055.78



**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2761 14-x-22600	NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES	AUTO PARTS CONNECTION	86003
T0114 12-x-21721	LIBRARY SUPPLIES, SCHOOL SUPPLIES & TEACHING AIDS	LEARNING CONNECTION	80990
T1316 11-x-21415	TELECOMMUNICATIONS EQUIPMENT & SERVICES	NEC CORPORATION OF AMERICA	80801

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## APPENDIX 2, EXHIBIT 1 MAINTENANCE SERVICES SUPPLEMENTAL TERMS

### 1 Definitions

- 1.1 Principal Period of Maintenance ("PPM") - The days and hours of the days when service is delivered to Customer.
- 1.2 Service Level Agreement ("SLA") - The cumulative time (Response Time) in which NEC will make commercially reasonable efforts to respond to Customer's reported maintenance incident.
- 1.3 Response Time - Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measured within that PPM. Response Time begins upon NEC's receipt of maintenance service request from Customer, verification of problem found, and dispatch or initiation of remote labor required to affect repairs.
- 1.4 Major System Failure - A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the central office trunks or tie trunks are inoperable, or more than twenty-five percent (25%) of either the stations or terminals are inoperable.
- 1.5 Time and Materials (T&M) Rates - In the absence of a contractual agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.
- 1.6 Covered Components - Covered Components are the hardware and/or software identified in Exhibit 1-B under Covered Systems.
- 1.7 Incident Management - The process of managing the lifecycle of unplanned interruption to service or service alarms detected through the process of remote monitoring of COVERED COMPONENTS.
- 1.8 Incident Prioritization - Service requests and service alarms will be prioritized in order to determine severity and response time. These incidents will be categorized in one of the four priorities below, based on the impact to the customer's business.  
*Priority 1:* System is down or there is a critical impact to the Customer's business operations.  
*Priority 2:* Operation of System is severely degraded, or significant aspects of the Customer's business operation are being negatively impacted by unacceptable System performance.  
*Priority 3:* Operational performance of the System is impaired while most business operations remain functional.
- 1.9 *Priority 4:* Customer requires information or assistance regarding NEC Product capabilities, or configuration capabilities. There is clearly little or no impact to the Customer's business operation. MACD - (Moves Adds Changes Deletes) Changes that are requested by the CUSTOMER to modify the functionality of the Covered Component.
- 1.10 SNMP - Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". Devices that typically support SNMP include PBX's, routers, switches, servers, workstations, printers, modem racks, and more. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention.

## 2 Performance of Services

NEC shall provide the SERVICES selected in Exhibit 1-A, "Maintenance Support Services SOW", for the applicable hardware and software components ("COVERED COMPONENTS") defined in the Covered Components List at the prices shown in Exhibit 1-B. NEC reserves the right to change the SERVICES from time to time, and CUSTOMER will be notified of any material changes or updates to the SERVICES which may affect CUSTOMER. NEC may use a subcontractor to provide the SERVICES, including, without limitation, any NEC parent company, subsidiary, or affiliate. References hereafter to Exhibit 1 shall mean the Maintenance Services SOW and all attachments while references to Appendix 2 shall mean the standard Services terms and conditions contained in Appendix 2.

## 3 Term and Termination – Maintenance Supplemental Terms

- 3.1 The "Initial Term" of this APPENDIX 2, EXHIBIT 1 shall commence on January 31, 2016 and shall terminate on January 30, 2019.
- 3.2 Unless one party notifies the other of its intent to terminate this EXHIBIT at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) ("Extension(s)"), upon the same terms and conditions contained herein, except that NEC may adjust its service rates to conform to NEC's prevailing local service rates for the next Extension. NEC shall furnish Customer with a written notice of any proposed increase in NEC's service rates for the next Extension at least thirty (30) days prior to the anniversary date of the original term. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.
- 3.3 NEC reserves the right to terminate or suspend performance under this EXHIBIT and discontinue providing SERVICES to CUSTOMER in the event CUSTOMER materially or repeatedly fails to comply with Acceptable Use Policy set forth in Schedule D to the MPA. In such an event, NEC shall provide written notice to CUSTOMER of any violation prior to termination or suspension of this EXHIBIT and CUSTOMER shall have thirty (30) days to cure such failure.
- 3.4 Upon any valid termination, cancellation, or expiration of this EXHIBIT, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party, and NEC shall refund Customer the unused portion of any prepaid service fees, less any other sums due and owing to NEC at the time of the refund.

## 4 Payment in Event of Early Termination of this EXHIBIT

In the event CUSTOMER terminates this EXHIBIT before the expiration of the Initial Term or NEC terminates this EXHIBIT as set forth in Section 3.3. above, or NEC terminates the EXHIBIT for cause as provided in the MPA, NEC shall be entitled to receive, and CUSTOMER agrees to pay, an early termination charge, the amount of which shall be calculated by taking an average of the monthly fees for COVERED COMPONENTS assessed during the immediately preceding six (6) months, multiplied by the number of months remaining in the Initial Term.

## 5 Restrictions on use of SERVICES

CUSTOMER agrees not to (i) rent, lease, or loan the SERVICES or any part thereof, or provide or use the SERVICES on a third party's behalf; (ii) permit third parties to benefit from

the use of the SERVICES; (iii) reverse engineer, decompile, or disassemble any software that provides the SERVICES, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

## 6 LIABILITIES

IN ADDITION TO THE LIMITATIONS SPECIFIED BY THE MPA, IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY NEC UNDER THIS EXHIBIT, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO (1) TERMINATE THIS EXHIBIT BY WRITTEN NOTICE TO NEC, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING NEC, ON THE DATE OF THE REFUND.

## 7 Confidentiality

Upon termination or expiration of this Exhibit, at Discloser's request Recipient shall return to Discloser all written materials that contain any Confidential Information.

## 8 Licensed Technology

CUSTOMER agrees to provide NEC and its subcontractor with access to any information, materials, and technology owned, licensed, or controlled by CUSTOMER that NEC or its subcontractor reasonably requires for the purpose of enabling NEC or its subcontractor to perform the SERVICES (the "Licensed Technology"). CUSTOMER shall confirm that such disclosure and use is permitted under the terms of any third party license.

## 9 CUSTOMER Responsibilities during Maintenance Services

In addition to the general Customer obligations in Appendix 2, during maintenance Services Customer shall:

- 9.1 CUSTOMER is responsible for the physical security of the COVERED COMPONENTS.
- 9.2 CUSTOMER is responsible for ensuring proper environmental conditions for COVERED COMPONENTS as required by the manufacturer.
- 9.3 If CUSTOMER needs to send equipment to NEC, CUSTOMER agrees to ship such equipment via pre-paid freight. No Charge on Delivery (COD) of returned equipment will be accepted.
- 9.4 CUSTOMER agrees to provide SSL, VPN and/or IP connectivity between NEC and CUSTOMER site and COVERED COMPONENTS for SERVICES.
- 9.5 CUSTOMER is responsible for provisioning, maintaining and any cost related to the private connections required for service delivery (For example: Private T1, MPLS, and Frame Relay).
- 9.6 CUSTOMER is responsible for allowing access to all COVERED COMPONENTS as required by NEC and its subcontractor. Any access-control servers required to provision access will be provided by CUSTOMER.
- 9.7 CUSTOMER is responsible for the management, support and maintenance of any non-covered component.

- 9.8 CUSTOMER is responsible for providing and maintaining an escalation path among CUSTOMER personnel.
- 9.9 CUSTOMER is responsible for end-user training unless otherwise agreed to in writing.
- 9.10 CUSTOMER shall provide or make available to NEC, in advance and in writing, any CUSTOMER processes or policies with which NEC and its subcontractor are expected to comply in connection with this EXHIBIT.

The following attachments describing Maintenance Services options and Service Level Agreements include:

- Exhibit 1- A Maintenance Service Support SOW (check purchased options)
- Exhibit 1- B Covered Components List Pricing and Invoicing

## EXHIBIT 1-A:

### Maintenance Support Services SOW

#### 1 Maintenance Support Service Options

1.1 NEC shall provide the following Maintenance Support Services as indicated by the selected check-box next to the services descriptions below. The SERVICES purchased by CUSTOMER are listed below and are subject to the terms in Appendix 2 and the MPA.

1.2 Services Descriptions:

**Parts Replacement:**

Parts Replacement provides extended parts coverage for faulty or defective parts. If any covered part listed in Exhibit 1 – Covered Components List and Pricing is found to be defective under normal usage, CUSTOMER will be entitled to a full replacement of the covered part. NEC shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of NEC.

This Service does not provide coverage for labor unless Onsite Repair or On-Premise Services is also purchased. Any labor service provided by NEC shall be invoiced at NEC's prevailing local labor rates at the time the service is performed, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.

Labor for non-covered service calls will be chargeable to CUSTOMER in accordance with NEC's local prevailing hourly labor rates, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. However, parts and other material costs will be covered even for after-hours service under this EXHIBIT, unless excluded under Section 5 hereof, "Exclusions." After hours service calls are billed at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate.

Parts Replacement includes NEC's Advance Replacement Program: NEC will offer CUSTOMER parts replacement, subject to geographic availability. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times.



NEC will use commercially reasonable efforts to provide Advance Replacement service for COVERED COMPONENT as follows:

- 1) An Advance Replacement will ship the same day to arrive the next business day, provided both the CUSTOMER call to NEC for notification and NEC's diagnosis and determination of the failed COVERED COMPONENT has been made before 3:00 p.m., local time, Monday through Friday (excluding NEC-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day. Next day delivery is subject to parts availability.
- 2) Advance Replacements will be shipped using NEC's preferred carrier, freight prepaid by NEC, excluding import duties, taxes and fees, where applicable.
- 3) CUSTOMER has thirty (30) days to return the failed COVERED COMPONENT to NEC. If CUSTOMER fails to return the failed COVERED COMPONENT to NEC within thirty (30) days, CUSTOMER will be billed for the replacement cost of the COVERED COMPONENT. CUSTOMER agrees to pay the replacement cost of the COVERED COMPONENT, plus any shipping charges, if Customer does not return the original part(s) within thirty (30) days.

**Software Assurance:**

Software Assurance is NEC's software subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and limited support is included.

With Software Assurance, CUSTOMER is entitled to bug fixes, service packs, and new major and minor version upgrades for COVERED COMPONENTS at no additional cost. CUSTOMER will be provided with access to NEC technical experts through NEC's Technical Support Center who can help ensure CUSTOMERS current software for COVERED COMPONENTS includes all the latest features and bug fixes. CUSTOMER will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

NEC will make all software upgrades available, including any necessary licensing, from NEC's licensing server. However, NEC will be responsible for obtaining this for CUSTOMER when new software becomes available.

CUSTOMER is responsible for coordinating software upgrades from NEC as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and

minor version upgrades. This Service does not provide coverage for any labor or materials.

**Basic Remote Monitoring-NECommand Basic:**

Basic Remote Monitoring provides remote monitoring of NEC voice network components. NEC's fully automated monitoring system will immediately notify CUSTOMER of critical component alarms in order to help identify and isolate failures.

NEC will provide CUSTOMER with 24x7 remote monitoring of SNMP enabled voice components and critical voice network functions in order to identify component and voice related network issues. Basic Remote Monitoring service provides alarm notifications along with the following:

- *Event Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for system events 24 hours per day, 365 days per year. When an event is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Availability Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for availability 24 hours per day, 365 days per year. If applicable, availability indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Performance Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for performance 24 hours per day, 365 days per year including IP device discovery and identification. Performance indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Web Portal:* NEC will provide CUSTOMER with an SAS platform online portal in which CUSTOMER may review incidents, metrics and certain reports for selected monitored or COVERED COMPONENTS including remote access and audit trails.

Basic Remote Monitoring provides CUSTOMER notification of detected component alarms. This service does not provide Incident Management of the detected component alarms. CUSTOMER is responsible for further troubleshooting detected component alarms unless Advanced Monitoring is purchased. This Service does not provide coverage for any additional labor unless Remote Support, Onsite Repair or On-Premise Services is purchased.

**Advanced Remote Monitoring-NECommand Premium:**

Advanced Remote Monitoring includes all of the services provided with Basic Remote Monitoring along with the following services:

- *Incident Management:* NEC will detect, isolate, and correct faults encountered in the COVERED COMPONENTS. Incident Management includes tracking and troubleshooting of incidents to resolution. Incident management-remediation of system generated alerts.

Event Monitoring PPM is 24x7 and Incident Management PPM is 9x5, unless Premium Service Level is selected in section 2, Maintenance Support Services Service Levels then Incident Management PPM is 24X7.

- *Performance and Availability Management:* In addition to monitoring key metrics related to availability and performance of COVERED COMPONENTS, NEC will make periodic recommendations regarding enhancement of CUSTOMER's environment based on the information gathered via monitoring. Improved knowledge base with the ability to create or access specific information for relevant devices; and change management for a structured process to approve, schedule and implement changes.
- *Problem Management:* NEC will track incident trends to determine root causes of recurring events so that the underlying problem can be resolved.
- *Environmental Monitoring:* Monitoring of environmental conditions through contact sensors. NEC will monitor conditions such as temperature, water, humidity or any condition from devices that signal fault conditions using contact closures or a TTL logic signal. CUSTOMER is responsible for providing or purchasing from NEC, all contact sensors and contact closures.

Advanced Remote Monitoring provides CUSTOMER notification of the detected component alarms and also provides Incident Management of the detected component alarms. NEC will be responsible for further troubleshooting and resolving the component alarms. This Service is not applicable unless Remote Support, Onsite Repair or On-Premise Services is purchased.

**Advanced Quality of Experience (QOE) Network Analysis**

NEC Direct Monitoring QOE continually reviews VoIP quality for customers who already have VoIP environments. NEC will simulate VoIP

calls in 10-15 minute increments between each installed end point. A minimum of two end points are required for this service. After the completion of each simulated call, the results are sent to the portal, which is accessible 24x7, 365 days a year. CUSTOMER may view the current and past statistics, as part of the service. This service will help to quickly identify: Mean Opinion Score (MOS) which is a measure of voice quality expressed in a number, from 1 to 5, 1 being the worst and 5 the best. MOS is quite subjective, as it is based on figures that result from what is perceived by people during tests. Delay, jitter, and loss are also measured to quickly identify issues affecting VoIP traffic. If issues are identified, the CUSTOMER will be notified electronically and is responsible for correcting any network issues that will affect the VoIP application. CUSTOMER must have **Advanced Remote Monitoring** to add this service.

\* All hardware provided for the purpose of Remote Monitoring, QOE, or Incident Management is the property of NEC and shall be returned to NEC, at the customer's expense, upon termination or cancellation of the Agreement.

## Remote Support

Remote Support provides CUSTOMER with access to NEC's Technical Support Center and entitles CUSTOMER to technical phone support on hardware failures, configuration problems as well as connectivity and upgrade issues. In accordance with the provisions of this EXHIBIT, NEC shall provide the CUSTOMER with following:

- 1) Assist CUSTOMER by telephone, facsimile, or electronic mail.
- 2) Provide access to NEC's Technical Support Center as determined by the service level option selected in Section 2 - Maintenance Support Services Service Levels.
- 3) Generate work-around solutions to reported Software problems using reasonable commercial efforts or implement a patch to the Software. For a Software patch, NEC will provide a Maintenance Release to the CUSTOMER for the Software experiencing the problem, as follows: (a) via download (as available), and/or (b) shipment of Software media via express transportation (freight and insurance charges included). Requests for alternate carriers will be at CUSTOMER's expense.

*The requested service level option for Remote Support is identified by the selection in section 2 - Maintenance Support Services Service Levels.*

*Remote Support does not provide parts coverage for faulty or defective parts unless Parts Replacement is also purchased.*

*Remote Support does not provide labor coverage for onsite repair or onsite troubleshooting unless Onsite Repair is also purchased.*

**Onsite Repair**

Onsite Repair provides labor coverage to dispatch a technician to CUSTOMER site for onsite repairs or to resolve service problems. Onsite Repair also includes onsite preventative maintenance tasks and periodic testing of CUSTOMER communications system in order to ensure system reliability and stability. If Advanced Remote monitoring is selected, this service would also include Remote Support

NEC shall dispatch certified service personnel to CUSTOMER premises to perform necessary repairs, unless NEC is able to perform repairs from a remote location. NEC shall conduct remote diagnostic testing when applicable. Any service specifically requested by CUSTOMER outside Standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by NEC. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate. *The requested service level option for Onsite Repair is identified by the selection in Section 2 - Maintenance Support Services Service Levels.*

*Onsite Repair does not provide parts coverage for faulty or defective parts unless Parts Replacement is also purchased.*

**On-Premise Services**

On-Premise Services provides a dedicated NEC service technician placed on CUSTOMER premise to manage and maintain CUSTOMER's PBX platform and peripherals. NEC shall, during the contract period, furnish all labor necessary to maintain the COVERED COMPONENTS in good working order, or provide such other coverage as specified in this EXHIBIT.

PPM is 9x5 (Monday through Friday, excluding NEC-observed holidays, from 8 AM to 5 PM CUSTOMER local time zone unless otherwise authorized by NEC management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician. The assigned service technician is to be allowed up to ten (10)

sick days per annum without backfill, credit, or refund of any payments made. Repair services must be prioritized as primary responsibility. Any hours expended above and beyond forty (40) hours per week will be billed at prevailing hourly T&M rates. Hours not expended upon the expiration of this Exhibit will not be carried over or credited.

The requested Service Level option is selected below:

### **Selected Service Level Option**

- Emergency after-hours services included.
- After hours on call dedicated technician services included.

*On-Premise Services does not provide parts coverage for faulty or defective parts unless Parts Replacement is also purchased.*

## **2 Maintenance Support Services Service Levels**

NEC shall provide the SERVICES as specified in this Exhibit 1-A - Maintenance Support Services of this EXHIBIT. Performance metrics associated with the SERVICES are specified below. The SERVICES and Service Levels described in this EXHIBIT are applicable only to the applications and components listed in Exhibit 1-B - Covered Components List.

### **Standard Service Level:**

PPM is 9x5 (Monday through Friday, excluding holidays observed by NEC, from 8 AM to 5 PM CUSTOMER local time zone). SLA is next business day following the request for routine maintenance service. However, NEC will exercise all commercially reasonable efforts to respond to incidents of Major System Failure within four (4) hours, as requested.

### **Premium Service Level:**

PPM is 24x7 and SLA for maintenance incidents with a Priority 1 or 2 is described in Section 3 below. Priority 3 and 4 response times are next business day.

NECommand Customer Responsibilities:

Customer is responsible for the following regardless of Level of monitoring selected;

- Provide network server for Gateway server for installation and all associated licenses and hardware per NEC requirements documentation.
- Allowing remote access to Gateway server.
- Downloading & Installation of NEC Gateway onto Customer provided server

- Server may be Physical or Virtual as long as it meets NEC provided Specifications (See Command Hardware Requirements below)
- Configure Firewall as required.
  - The agent / gateway need outbound internet connectivity to the platform via ports 443, 22, 8443.
- Overall site readiness prior to NEC scheduling installation. NEC will provide site requirements during planning sessions.
- Customer will provide current network schematic, network layer addresses and system name information for devices to be installed.
- Provide appropriate network accounts and privileges necessary to implement NECOMMAND solution.
- This might include VPN / Remote access for NEC Implementation team as required

## Command Hardware Requirements

Pre-requisites and Installation Instructions for NECCommand Gateway (VG) Hardware Requirements for NECCommand Gateway Installation per Infrastructure size		
Infrastructure Size	Physical Hardware Requirements	Virtual Instance Requirements
Less than 25 Devices (Excluding Desktops)	2.5 GHz CPU 2 GB RAM 100 GB HDD 1 NIC resources	1 virtual CPU, 2GB Ram/40GB HDD 1 NIC resource Supported hypervisors are VMware ESXi, Citrix XenServer and KVM (MS Hyper-V not supported yet)
25-100 Devices (Excluding Desktops)	3.0 GHz CPU 4 GB RAM 150 GB HDD 1 NIC resources	2 virtual CPUs, 4 GB RAM/40 GB HDD 1 NIC resources Supported hypervisors are VMware ESXi, Citrix XenServer and KVM (Microsoft Hyper-V not supported yet)
100-1000 Devices (Excluding Desktops)	2x3.0 GHz CPU 16 GB RAM 500 GB HDD 1 NIC resources	4 virtual CPUs, 16 GB RAM/40 GB HDD 1 NIC resources Supported hypervisors are VMware ESXi, Citrix XenServer and KVM (Microsoft Hyper-V not supported yet)
*1000 or Greater (single Site) At a single site Excluding Desktop – Contact NEC*		

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**NEC**

### 3 Non-Covered Services

NEC will attempt to respond promptly to all requests for service. If service is required outside NEC's normal service hours, labor for such non-covered service calls will be chargeable to CUSTOMER in accordance with NEC's local prevailing hourly labor rates and onsite hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business per request, plus travel charges. Any service specifically requested by CUSTOMER outside standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by NEC, and on-site hours require a four (4)-hour minimum per request, plus travel charges. After hours service calls are billed

at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate.

#### **4 Rework**

For any rework or additional work that NEC is required to perform because of inaccurate information provided by CUSTOMER and/or CUSTOMER's failure to perform its responsibilities under this EXHIBIT, NEC will invoice CUSTOMER on a time and materials basis and CUSTOMER agrees to pay such invoice.

#### **5 EXCLUSIONS**

6.1 This Exhibit will not cover repair work in replacement of battery backup or expendable items such as headsets, paper, diskettes, and printer ribbons. This Exhibit also will not cover service required when due to: (i) CUSTOMER's unauthorized maintenance or repair of the Equipment, (ii) CUSTOMER's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of CUSTOMER to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than NEC or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by NEC, or (x) data base reprogramming required because of CUSTOMER error of any kind. If requested by CUSTOMER, repairs necessitated by any of the above excluded causes shall be performed by NEC at NEC's prevailing local rates for such services and/or materials.

6.2 The CUSTOMER is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but are not limited to: the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements for the configured system, in accordance with the manufacturer specifications for the applicable System. The presence of asbestos, other hazardous materials or unsafe conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and NEC shall be entitled to cease performance under this Exhibit until such Hazards have been cured to NEC's reasonable satisfaction.

#### **6 ACCESS**

CUSTOMER agrees to provide reasonable accessibility to the Premises as required for NEC personnel to perform services, and will make available to NEC a reasonable amount of secure space for storage of such maintenance parts as NEC deems reasonably necessary to affect repairs in accordance with this Exhibit.

#### **7 Travel & Expense Guidelines**

NEC will pass through the travel-related expenses that are reimbursable pursuant to its Travel and Expense Policy. All requests for travel are subject to prior approval of



# NEC NEC Corporation of America

the CUSTOMER's representative prior to the travel occurring. If required, NEC will provide the CUSTOMER with documentation of its travel-related expenses.

Customer may accept this Exhibit 1 and the related Attachments for Maintenance Services by signature below **in lieu of issuing a Purchase Order**, and upon signature, shall constitute an Order for Services. Customer may also, at their option, issue a matching Purchase Order.

<b>Acceptance in lieu of Purchase Order:</b>	Offered by:
<b>Passaic Valley Water Commission</b>	<b>NEC Corporation of America</b>
Signature:	Signature:
Title:	Title:
Date:	Date:
Phone:	Phone:

## EXHIBIT 1-B

### Covered Components List and Pricing

Covered Systems	UOM	QTY	EXTENDED PRICE/TERM
<b>SITE 1000098720;1 Admin Bldg</b>			
<b>SV8300</b>			
Certified Parts Replacement	Ports	128	\$768.00
Certified On-Site Repair	Ea	128	\$1,536.00
NECommand Premium Management 24x7	Ea	1	\$1,200.78
Software Assurance	Ea	1	\$552.75
<b>QueMaster - Hardware &amp; Support</b>			
NECommand Standard Monitoring	Ea	1	\$840.00
<b>UCB E911 - Hardware &amp; Support</b>			
NECommand Standard Monitoring	Ea	1	\$420.00
UCB - Software Assurance (24x7 Premier)	Ea	1	\$840.00
<b>MA4000 - Hardware &amp; Support</b>			
NECommand Standard Monitoring	Ea	1	\$420.00
MA4000 - Software Assurance	Ea	1	\$840.00
<b>OW5000/UA5200 - Hardware &amp; Support</b>			
NECommand Standard Monitoring	Ea	1	\$420.00
OW5000 - Software Assurance	Ea	1	\$840.00
XIOX	Ea	1	\$2,830.08
<b>SITE 1000098720;2 Clifton Facilities</b>			
Remote SV8300 - Certified Parts Replacement	Ports	96	\$3,135.60
Certified On-Site Repair	Ea	96	\$576.00
NECommand Standard Monitoring	Ea	1	\$1,152.00
<b>SITE 1000098720;5 Little Falls</b>			
Remote SV8300 - Certified Parts Replacement	Ports	32	\$192.00
Certified On-Site Repair	Ea	32	\$384.00
NECommand Standard Monitoring	Ea	1	\$504.00
<b>Total Annual Amount</b>			<b>\$40,685.26</b>
<b>Total Amount with Quarterly Payments</b>			<b>\$42,719.52</b>
<b>Total Three Year Amount</b>			<b>\$122,055.78</b>
<b>Three Year Amount with Quarterly Payments</b>			<b>\$128,158.57</b>

#### SERVICE FEES & INVOICING

Customer agrees to pay a fee of \$122,055.78 for the three year term of this Agreement. NEC reserves the right to adjust the yearly fee for Extensions of this Exhibit 1. Customer shall make payment of the fees in advance as selected below:

- Annually during the term of this Exhibit 1.  
 Quarterly during the term of this Exhibit 1 (will include 5% fee)

The fees under this Exhibit 1-B do not include federal, state, or local taxes that may be applicable; such taxes will be additional billable items, which Customer agrees to pay unless Customer provides NEC with appropriate tax exemption documentation.

If new or additional equipment is added to the System subsequent to the date of the initial term of this Exhibit 1, a new service fee will be calculated, to reflect the increased scope of service.

**RESOLUTION: 15-136**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DESIGNATING ITS PUBLIC AGENCY COMPLIANCE OFFICER**  
**DATE OF ADOPTION: DECEMBER 16, 2015**

Factual contents certified to by Louis Amodio, Administrative Secretary. Approved as to form and legality by George T. Hanley, Esq., General Counsel, Law Department.

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **DE VITA**

**WHEREAS**, all Public Agencies that award contracts for goods and service vendors and/or construction contractors are required to comply with N.J.S.A. 10:5-31 et seq. and its implementing regulations at N.J.S.A. 17:27-1.1 et seq.; and

**WHEREAS**, the law and regulations are applicable to Public Agencies; and the Division of Contract Compliance and Equal Employment of the New Jersey Department of the Treasury (the "Division") representatives periodically review Public Agency contracting processes to ensure that they are complying with Affirmative Action requirements; and

**WHEREAS**, the results of such review will be a determination that PVWC is performing its statutory functions in a "Satisfactory" or "Unsatisfactory" manner; and

**WHEREAS**, If the result is Satisfactory, then PVWC need only maintain its compliance, whereas if the result is Unsatisfactory, PVWC may be required to make corrections to its process, and may result in issuance of sanctions or referral to the Attorney General for appropriate enforcement action in case of continued non-compliance; and

**WHEREAS**, in accordance with said the law and regulations, each Public Agency shall designate an individual to serve as its Public Agency Compliance Officer ("P.A.C.O.") in accordance with N.J.S.A. 17:27-3.2, and shall fill out and return the form entitled "Designation of Public Agency Compliance Officer (P.A.C.O.)" to the State of New

Jersey, Department of the Treasury, Division of Purchase and Property, Contract Compliance Audit Unit of the EEO Monitoring Program; and a copy of the said form is attached hereto and made a part hereof as Exhibit A;

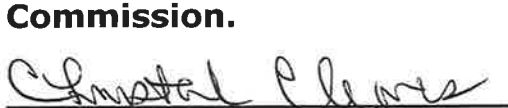
**NOW, THEREFORE, BE IT RESOLVED**, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That Linda Beckering is hereby appointed to serve as Public Agency Compliance Officer for PVWC, and
2. That the Administrative Secretary of PVWC shall attest to the appointment and such officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>    </u>	<u>    </u>	<u>    </u>	<u>  <b>X</b>  </u>
<b>LEVINE, J.</b>	<u>  <b>X</b>  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>GRADDY, R.</b>	<u>  <b>X</b>  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>KOLODZIEJ, G.</b>	<u>  <b>X</b>  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>BAZIAN M.</b>	<u>    </u>	<u>    </u>	<u>    </u>	<u>  <b>X</b>  </u>
<b>DE VITA, T.</b>	<u>  <b>X</b>  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>CLEAVES, C.</b>	<u>  <b>X</b>  </u>	<u>    </u>	<u>    </u>	<u>    </u>

**Adopted at a meeting of Passaic Valley Water Commission.**

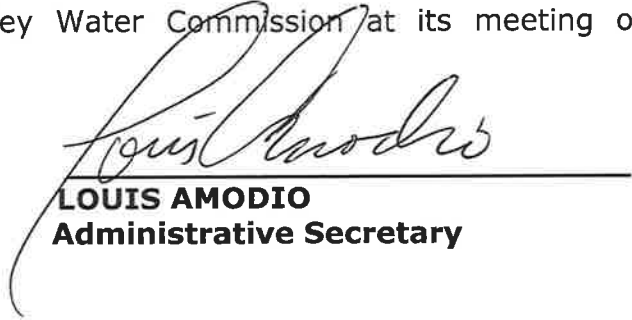
  
 \_\_\_\_\_  
**President**  
**CHRISTAL CLEAVES**

  
 \_\_\_\_\_  
**Secretary**  
**THOMAS P. DE VITA**

**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.



**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**  
**FORM ENTITLED "DESIGNATION OF PUBLIC AGENCY**  
**COMPLIANCE OFFICER (P.A.C.O.)"**

**EXHIBIT A**

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM

Print Form

Submit by Email

## Designation Of Public Agency Compliance Officer (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O.) is:

Public Agency:	<u>Passaic Valley Water Commission</u>	Telephone:	<u>973-340-4315</u>
Name:	<u>Linda Beckering</u>	Fax:	<u>973-340-5584</u>
Title:	<u>Purchasing Agent</u>	Email:	<u>lbeckering@pvwc.com</u>
Business Address:	<u>1525 Main Avenue</u>		
	<u>Clifton, New Jersey 07011</u>		

Current Highest Elected or Appointed Official: Chrystal Cleaves

No Person currently serving as the P.A.C.O.

The P.A.C.O will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program.

Additional technical assistance is required.

Public Agency Official Signature:

Chrystal Cleaves

Please mail or fax form to:

\* Po Box 236 \* Trenton \* New Jersey \* 08625 \* Phone: 609-292-5473 \* Fax: 609-292-1102 \* [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

**RESOLUTION: 15-137**  
**PASSAIC VALLEY WATER COMMISSION**  
**RESOLUTION AUTHORIZING AN AGREEMENT FOR**  
**PROFESSIONAL SECURITY SERVICES**  
**DATE OF ADOPTION: DECEMBER 16, 2015**

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 15-P-54 "Professional Security Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

**WHEREAS**, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary un-specifiable services) related to the Project from at least one (1) professional (or provider of extraordinary un-specifiable services) provider; and

**WHEREAS**, each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a summary of the responses received is



included with the Director of Engineering's memorandum dated December 10, 2015; copies of which are attached hereto and made a part hereof; and

**WHEREAS,** based on the said evaluation of each of the four (4) responses received, the firm of U.S. Security Associates, Inc. of Clifton, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received December 1, 2015 (hereinafter the "Response"); and

**WHEREAS,** the Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B attached hereto and made a part hereof, will be incorporated into the Agreement (a form of which is attached hereto and made a part hereof in its entirety) for the provision of goods and services by specially trained professionals to provide regular patrol and investigative and other services (the "Services") with respect to PVWC's operations at its various facilities to enhance the safety and protection of PVWC's employees, agents, vendors, members of the general public and others; and

**WHEREAS,** the services are separate and apart and in addition to that which is provided by law enforcement entities having jurisdiction to other residents, taxpayers and citizens, and separate and apart and in addition to that which is provided by the municipalities in which PVWC's facilities are located; and

**WHEREAS,** the payment terms and conditions, and the term of the Agreement [which shall be for an initial period of twelve (12) months, and, with annual renewals, shall extend for a total of thirty six (36) months)], shall all be as set forth in the Agreement; and

**WHEREAS,** for security reasons, the Agreement should only be made available for release to the public in redacted form, subject to approval by PVWC's Law Department; and

**WHEREAS,** it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

**WHEREAS,** the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

**WHEREAS,** in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose; and

**WHEREAS,** the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for inspection under the restrictions as set forth hereinabove;

**NOW, THEREFORE, BE IT RESOLVED,** by Passaic Valley Water Commission, in the County of Passaic, New Jersey;


1. That PVWC hereby awards the Contract for the Services to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be as forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

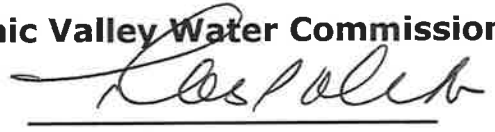
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	—	—	—	<u><b>X</b></u>
<b>LEVINE, J.</b>	—	<u><b>X</b></u>	—	—
<b>GRADDY, R.</b>	<u><b>X</b></u>	—	—	—
<b>KOLODZIEJ, G.</b>	<u><b>X</b></u>	—	—	—
<b>BAZIAN M.</b>	—	—	—	<u><b>X</b></u>
<b>DE VITA, T.</b>	<u><b>X</b></u>	—	—	—
<b>CLEAVES, C.</b>	<u><b>X</b></u>	—	—	—

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**CHRYSTAL CLEAVES**

  
\_\_\_\_\_  
**Secretary**  
**THOMAS P. DE VITA**

**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**FOR RELEASE TO THE PUBLIC IN REDACTED FORM ONLY**  
**FOR SECURITY REASONS (SUBJECT TO APPROVAL BY COUNSEL)**

**PASSAIC VALLEY WATER COMMISSION**

**APPENDIX D**

**PROFESSIONAL SECURITY SERVICES**  
**PROJECT NO. 15-P-54 (THE "PROJECT")**

**FORM OF AGREEMENT FOR PROFESSIONAL SECURITY SERVICES**

**This Agreement** (hereinafter the "Agreement"), made and entered into as of this **Sixteenth** day of **DECEMBER**, 2015, by and between Passaic Valley Water Commission, (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011 and U.S Security Associates, Inc. having offices at 335 Broad Street, Clifton, New Jersey (hereinafter "Professional") is for Project 15-P-54 "Professional Security Services" for the provision of security-related services associated with PVWC's security programs (hereinafter "Services").

**WHEREAS**, PVWC desires to contract with the Professional for the provision of Services by specially assigned Professional's Employees (Professional's Employees shall be trained in accordance with the highest standards of the Professional's Office, and to provide regular patrol and investigative and other Services with respect to PVWC's operations at its various facilities in order to enhance the safety and protection of PVWC's employees, agents, vendors, members of the general public and others; and

**WHEREAS**, the Services are separate and apart, and in addition to, any such other services that may be provided by the Professional to other residents, taxpayers and citizens, and separate and apart, and in addition to, that which is provided by the municipalities in which PVWC's facilities are located; and

**WHEREAS**, the program objective is for the Professional's Office to provide comprehensive, quality security to all PVWC employees, properties, and facilities through both active/physical checks and passive surveillance, alarm monitoring, and methods and other appropriate means; and

**WHEREAS**, to accomplish this, there will be manpower deployment for twenty-four (24) hour coverage, seven (7) days a week throughout the term of the Agreement;

**NOW THEREFORE BE IT RESOLVED:** that PVWC and the Professional agree, as follows:

1. Staffing

a. In order to provide the essential Services required by PVWC, a minimum of two (2) armed Professional's Employees shall be assigned to day and evening shifts and one (1) armed Professional's Employee shall be assigned to the evening/midnight shift. Professional's Employees assigned to Patrol will be available for security checks and will respond to calls to PVWC properties.

b. Professional Employees' work schedules shall be such that the PVWC is staffed by a minimum of two (2) Professional's Employees on both day and evening shifts for 168 man-hours of coverage weekly, and one (1) Professional's Employee on evening/midnights for 84 man-hours of coverage weekly (252 Total Man-Hours).

c. The Professional shall provide supervision of the Professional's Employees and all equipment and materials necessary to perform lawful enforcement duties and crime prevention at all PVWC facilities in accordance herewith. In addition, the "Employee in Charge" shall be designated by the Professional's Office for each shift and shall have command and control in the field and with respect to training procedures and protocols, in regard to all Security matters, except to the extent that PVWC's Executive Director and/or the Director's designee shall be consulted with respect thereto on a regular basis as set forth herein, and shall have final executive authority with respect to the operations of the facilities and PVWC personnel, subject to applicable law.

d. Employees from the Professional's office who specialize in detective work will all be available to assist in any criminal type investigations concerning PVWC properties and facilities.

e. If PVWC so desires or requests, the Professional shall provide unarmed security guards ("Security Guards") who will be retired law enforcement officers on an as-needed basis at a cost of \$18.00 per hour. Security Guards shall be trained in accordance with appropriate standards, under the guidance, advice and command of the Professional's Office during the Term of the Agreement. Security Guards are not required to have powers of arrest.

f. PVWC may decline an assigned Professional's Employee, based on competent evidence, which has been presented to the Professional's Office, and substantiated through an investigation, that the Employee has not met PVWC's reasonable performance expectations. The Professional will take the concerns of PVWC and its management under consideration, concerning the staffing of Employees, but he retains the final right of assignment, which shall be reasonably exercised in the context of this Agreement.

g. To ensure continuity of effective service, the Professional's Office will identify Professional's Employees to be assigned on a steady basis. These Employees will receive training specific to problems encountered at PVWC's facilities. Periodic training needs will be identified and coordinated with PVWC. It is hereby agreed that there will be periodic rotation of Professional's Employees in accordance with the Professional's Office established policies.

## 2. Deployment

a. Assigned Professional's Employees will constantly patrol the grounds, both inside and out, of all the structures and including perimeter patrols at the main plant, as well as PVWC's other properties and facilities. (See Exhibit C).

b. Other Professional's Employees assigned to Professional Patrol will periodically check on properties and facilities belonging to PVWC, which are located in their respective patrol sectors.

c. At PVWC's discretion, a Security Guard may be assigned to man the guardhouse located at the Union Ave entrance to the main treatment plant. This Security Guard will be responsible for monitoring all incoming and out-going traffic at the plant. The Security Guard will issue temporary ID's to visitors as well as monitor the security cameras, and will also maintain daily logs of all property/facility checks, all incoming calls received at the guardhouse and all the visitors and deliveries to the plant. These Security Guards should be able to pass background and criminal history checks as well as periodic drug tests to the extent permissible under applicable law and any applicable collective bargaining agreements. Their activities will be monitored and supervised by the Professional's Patrol Supervisor.

d. The Professional's Patrol Supervisor shall ensure a coordinated effort is maintained, encompassing the personnel assigned to patrol PVWC properties.

e. Coverage shall consist of a minimum of two posts during the day/evening and one post during the evening/midnight hours for 84 hours per week coverage of each post. This coverage shall not be diminished for vacations or other time off of the assigned personnel, rather whenever necessary to ensure the indicated minimum coverage, the Professional Patrol Supervisor shall assign additional Professional's Employees to cover the post(s).

f. During the assigned shifts, the Professional's assigned Employees shall provide services exclusively to PVWC. Nevertheless, in the event the Professional calls such Employees off-site for other emergencies, for periods exceeding forty-five (45) minutes, such calls shall be documented in writing and PVWC shall receive a credit equal to the hourly charge for the services rendered as otherwise provided herein. Said credit shall be deducted from payments made to the Professional pursuant to Article I,

Exhibit B of this Agreement, a copy of which is attached hereto and made a part hereof in its entirety.

g. PVWC shall have flexibility in requesting the shifts and deployment of the Patrols. Shift assignments will be determined by agreement between the Professional and PVWC's Executive Director based on calls for assistance and crime and security analysis. Except in emergent situations, there will be a minimum of (30) thirty-day notice prior to a shift assignment change.

h. There may be times when PVWC will request special surveillance between the hours of 11:00 pm and 7:00 am, or at other times, as deemed necessary by PVWC's Executive Director in consultation with the Professional's Office. The Professional agrees to reasonably accommodate PVWC in changing the deployment hours, provided that PVWC provides said notice within a reasonable time frame, generally within twenty four (24) hours, if possible.

3. Term

a. The Term of the Agreement shall be for an initial period of twelve (12) months, and, with annual renewals, shall extend for a total of thirty-six (36) months, commencing as of the day and year first written above, or as otherwise agreed upon in writing by the Parties, or the date on which this Agreement has been signed and fully executed by both Parties, whichever is later.

b. This Agreement may be further renewed and/or extended with the written consent of the Parties. The Professional will be compensated in accordance with Exhibit A, attached hereto and made a part hereof in its entirety. One hundred twenty (120) days prior to expiration of this Agreement, the Parties hereto agree to give written notice as to their intention to extend and/or terminate or revise this Agreement subject to the mutual agreement of said Parties.

4. Communications

a. PVWC will be provided communications, weekly reports and monthly evaluations as described in Article II of Exhibit B; which Exhibit is attached hereto and made a part hereof in its entirety.

b. Regular monthly meetings will be held between PVWC'S Executive Director or his designee(s) and the Professional to review the security needs of PVWC and determine whether goals are being achieved. The meetings may also be attended by other designees of the Professional and PVWC's Executive Director as agendas warrant. At the meetings, short and long-term goals and objectives will be established.

5. Methods and Management

a. The Professional agrees that the Professional's Office will employ policing concepts appropriate to PVWC's facilities and operations in consultation with PVWC's Management and that specific Professional's Employees (Professional's Employees whose responsibility is to develop and maintain security systems and techniques applicable to PVWC's facilities and operations) will assist in developing or enhancing preventive security and crime prevention programs for PVWC. Periodic meetings at the request of PVWC's Management and Professional's Office representatives as well as surveys will be utilized to ensure that management and employees remain a part of the policing equation.

b. The Professional agrees to collect and provide workload data on public utility facilities and operations, if reasonably available.

c. Without limiting any of the foregoing, the Professional agrees that with respect to the services to be performed by any Professional's Office personnel in accordance with this Agreement, the appropriate Professional's Office Patrol Commander or Supervisor will meet with PVWC and management representatives on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Agreement. These meetings shall occur at least quarterly.

d. The Professional and PVWC acknowledge that the Professional's written rules and regulations (hereinafter the "Manual") exist to regulate Professional Employees' conduct and activities. All Professional's Employees shall have been properly trained in this regard. The Professional hereby represents that each of the Professional's Employees has tendered to the Professional a signed receipt from each Employee that he/she has received and understands the contents of the Manual, and that the Professional's Employees have been adequately trained on the regulations and orders within the Manual.

e. The Professional's Office shall designate a supervisory Employee, who shall be dedicated to supervision of the Professional's Employees and personnel and/or any liaison assigned to the PVWC operation. The Professional's supervisory Employee will work in concert with the Executive Director of PVWC or his designee.

f. The Professional's supervisory Employee shall be responsible for the following duties:

1. Coordinate the dissemination and processing of security reports as well as information and reports from liaison/consultant, provide supervisory assistance and coordinate the resolution of problems.

2. Establish and maintain an ongoing line of communication with the appropriate Municipal Officials in the municipalities where PVWC's facilities exist, including, but not limited to the Police Department Commanders, PVWC's Executive Director, General Counsel, Plant Superintendent, and Chief of Security, and other personnel, as deemed appropriate.

3. Prepare quarterly progress reports and evaluations of services requested and provided under this Agreement. These will be forwarded to the Professional, PVWC's Executive Director, and to PVWC's General Counsel.

4. Initiate and monitor ongoing lines of communication with PVWC's Management to effectively employ the appropriate policing and security concepts and to address in a timely manner concerns raised by PVWC's Management.

5. Establish a clearly defined process for reporting non-emergency criminal activities.

## 6. Additional Duties

a. It is further agreed that to the extent necessary, the Professional's Employees will appear as witnesses in PVWC's administrative grievance procedures, civil hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal or other conduct involving potential liability or disciplinary action in or near PVWC's facilities or in connection with or in the course of carrying out their duties hereunder.

b. The Professional's Employees shall fully participate in civil action proceedings brought by or against PVWC, which are based upon arrests, if applicable, or incidents in which they are involved or about which they have relevant information. Such participation shall include but not be limited to obtaining copies of police reports, lab results, investigation reports (subject to review and approval of the appropriate governmental agency), consulting with the PVWC's representative and attorney, and testifying in court or administrative law or similar proceedings. With respect to said appearances, the Parties agree that the annual cost set forth in Exhibit A shall include five (5) such appearances in a one (1) calendar year period. In the event more than five (5) appearances in a one (1) calendar year period are required, PVWC agrees to reimburse the Professional at the hourly rate of time-and-a-half, with a two (2) hour minimum.

## 7. Equipment

The Professional agrees that it will provide the Professional's Employees with such basic equipment and vehicles as may be necessary and reasonable in order to allow the Professional's Employees to carry out the

duties anticipated under this Agreement, and PVWC shall compensate the Professional therefore in accordance with the provisions of Exhibit A. The Professional shall be responsible for the repairs and maintenance of the Professional's equipment and vehicles utilized on site, which equipment and vehicles shall be, and shall remain, the property of the Professional.

8. Supervision and Compensation

The Professional, through the Professional's Office, shall at all times provide supervision, control and direction of work activities and assignments of patrol personnel, including disciplinary action. It is expressly understood that the Professional shall be responsible for the compensation of the Professional's Employees and all employee benefits, including worker's compensation insurance, as well as any injury to Employees, their property or the Professional's property.

9. Indemnification

The Professional shall indemnify, defend and save and hold harmless PVWC and their officers, agents and employees, and each and every one of them (the "Indemnities") from and against any damage, liability, loss, costs (including but not limited to attorneys' fees and court and arbitration costs) or claims arising out of, resulting from or related to, the performance or nonperformance of the work provided for under this Contract.

a. This indemnification shall apply to damages, liabilities, losses, costs and claims arising from the negligence of the Indemnities, but shall not apply to damages, liabilities, losses, costs or claims arising from the sole negligence of the Indemnities.

b. The Professional's indemnification obligation shall not be limited by the amount of insurance required to be carried by the Professional under this Contract.

c. These indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws of the State of New Jersey, including but not limited to the laws pertaining to indemnification.

10. Insurance Requirements

a. The Professional acknowledges that PVWC has an insurable interest relative to the scope of services rendered by the Professional under this Contract.

b. The Professional is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to PVWC showing that the Professional has obtained all insurance coverage as required herein. The Professional is not permitted to enter the premises of PVWC or to perform any work under this Contract unless all of the insurance required by this Contract is in effect.

c. Nothing contained in this Article shall be construed as limiting the extent of the Professional's liability for claims or damages resulting from or related to the Professional's services performed under this Contract.

d. All insurance required hereunder shall include the interests of PVWC. The Professional waives all rights against PVWC and all parties named as additional insured's in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss for damage, the insurer will have no rights of recovery against any of the parties named as additional insured's.

e. The Professional shall not commence any work under this Contract until the Professional has obtained, at the Professional's own expense, all insurance as set forth in this Article and has delivered Certificates of Insurance and copies of the required insurance policies with all required endorsements and indemnifications to PVWC who shall be added as an additional insured on all said Certificates of Insurance.



f. The Professional shall purchase and maintain, at its sole expense, insurance that will provide protection from claims and liabilities, which may arise out of or result from the Professional's performance and furnishing services and other obligations under this Contract, whether it is to be performed or furnished by the Professional, by any of the Professional's employees, by anyone directly or indirectly employed by any of them to perform or furnish services, or by anyone for whose acts any of them may be liable with companies satisfactory to PVWC as follows:

1. Worker's Compensation and Employer's Liability Insurance: covering all of the Professional's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$1 million for bodily injury by accident, \$1 million for occupational disease and \$1 million aggregate limit.

2. Commercial General Liability Insurance: with a limit of not less than \$2 million combined single limit for bodily injury and property damage. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and product liability coverage, as well as Professional Liability Coverage in the amount of \$1 million per occurrence / \$2 million aggregate. Blanket Contractual Liability Insurance must be included, expressly insuring the Professional's liability for occurrences assumed by the Professional under the indemnification clause of the Contract to the extent covered by the standard form Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement).

3. Comprehensive Automobile Liability Insurance: covering the Professional for claims arising from all owned, hired and non-owned vehicles with a limit of not less than \$1 million combined single limit for bodily injury and property damage.

4. Umbrella Liability Insurance: providing coverage at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$10 million combined single limit for bodily injury and property damage and in addition thereto, Professional Liability coverage at the \$10 million limit.

g. Policy Limits: specified above are minimums, and wherever the law requires higher limits, the higher limits shall govern.

h. Forms of Policies: all liability insurance shall be on an occurrence basis.

#### 11. Termination

a. PVWC may terminate this Contract upon the provision of one hundred twenty (120) days written notice to the Professional. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

b. The Professional may terminate this Contract upon the provision of one hundred twenty (120) days written notice to PVWC. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

#### 12. Applicable Law

This Agreement is made and entered into in the County of Passaic, State of New Jersey. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Jersey, and venue and jurisdiction shall lie in the County of Passaic, unless otherwise agreed to by consent of both Parties and in accordance with applicable law.

#### 13. The Agreement

The Agreement shall be deemed the entire Agreement between the Parties and shall consist of the following component parts:

- a. This Agreement and attached Exhibits A, B and C.
- b. Any subsequent written addenda agreed to, signed and executed by both Parties.

14. Amendments

This Agreement may only be amended by a written document duly authorized by their respective governing bodies and properly executed and attested by the authorized officers of both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**U.S. SECURITY ASSOCIATES, INC.**

Witness or Attest

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Authorized Signatory

(Seal)

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
CHRYSTAL CLEAVES  
President

**PROFESSIONAL'S COSTS AND REQUIRED EQUIPMENT AND PERSONNEL**

**EXHIBIT A**

Professional shall fill out the following Table and shall submit same as part of their Proposal.

Professional shall be obligated to provide the following on a not-to-exceed basis and PVWC shall be obligated to reimburse Professional on a not-to-exceed basis upon receipt of appropriate documentation in accordance with the Agreement and applicable law and regulations. Invoicing by the Professional to PVWC for applicable goods and services provided in accordance with the Agreement shall be on a monthly basis for Work properly completed the previous month.

Costs:

Description	2016	2017	2018
<b>Day/Evening Hours: 84 hours of weekly coverage by two trained Professional's Employees with training, benefits, differential and overtime adjustments</b>			
<i>Hourly</i>	\$28.94	\$28.94	\$28.94
<i>Weekly</i>	\$4,865.28	\$4,865.28	\$4,865.28
<i>Monthly</i>	\$21,372.48	\$21,372.48	\$21,372.48
<i>Annualized Cost</i>	\$256,469.76	\$256,469.76	\$256,469.76
<b>Evening/Midnight Hours: 84 hours of weekly coverage by one trained Professional's Employee with training, benefits, differential and overtime adjustments</b>			
<i>Hourly</i>	\$28.94	\$28.94	\$28.94
<i>Weekly</i>	\$2,433.82	\$2,433.82	\$2,433.82
<i>Monthly</i>	\$10,691.42	\$10,691.42	\$10,691.42
<i>Annualized Cost</i>	\$128,297.04	\$128,297.04	\$128,297.04
<b>Aggregate Costs for 24/7 coverage</b>			
<i>Weekly</i>	\$7,299.10	\$7,299.10	\$7,299.10
<i>Monthly</i>	\$32,063.90	\$32,063.90	\$32,063.90
<i>Annualized Cost</i>	\$384,766.80	\$384,766.80	\$384,766.80

Total Cost	2016	2017	2018
<i>Staff Coverage</i>	252	252	252
<i>Annual Total</i>	13,104	13,104	13,104
<b>Term Total</b>	<b>\$1,154,300.40</b>		

2016 Pricing is based on a start date of January 1, 2016

**COMPENSATION, COMMUNICATION, REPORTING AND EVALUATION & NOTICES**  
**EXHIBIT B**

**Article I Compensation to the Professional**

A. Subject to such deductions or additions as otherwise set forth herein PVWC shall pay the Professional in monthly installments as required by Exhibit A.

B. Payment by PVWC shall be based upon performance of the specified services and reports required by this Agreement. Once assigned to PVWC, Professional's Employees shall provide around-the-clock coverage and shall not be pulled away from PVWC assignments, except in case of emergencies, in which event the time away will be documented and the hours or time shall be deducted from PVWC's financial obligation under this Agreement.

C. The Professional shall provide appropriate documentation and shall submit same with each payment request. Documentation shall cover the appropriate invoice period and shall include, without implied limitation: copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in PVWC assignments, and supervisory approval.

**Article II Communications, Reporting and Evaluation**

A. Access to information:

The Professional agrees that PVWC will have unrestricted access to all information which in any way deals with criminal activity in any of the PVWC's facilities to the extent permitted by law. It is further agreed that the Professional's Office will provide to the PVWC, to the extent permissible by law, copies of such incident reports, arrest reports (if applicable) or other documents which document or substantiate actual or potential criminal activity in or connected with the facilities or activities or business of PVWC. This information will be provided at no cost by the Professional's Office on a regular basis in accordance with specific procedures that have been, or will be, established.

B. Reporting:

Statistical Data and Evaluation: The Professional's Office will maintain statistical data regarding calls for service, property/facility checks, incidents, arrests (if applicable) or criminal investigations and other pertinent information. This information shall be presented by the Professional to PVWC's designated representative at regular scheduled meetings. These meetings will serve as a forum to assess progress, identify problems and design solutions.

C. Forms:

The Professional's Office will require all Professional's Employees to complete a daily log of each shift and forward a copy of these to the PVWC's Executive Director or his designee. This report will include, but not be limited to, the following:

1. Hours worked: foot, bicycle, motorized, other
2. Calls/requests for service
3. Referrals to others/agencies, etc.
4. Suspicious person's name and description
5. Vehicles abandoned/towed/stolen
6. Drug paraphernalia confiscated/found
7. Arrests/citations of both employees and outsiders to include appropriate information
8. Property recovered/stolen
9. Broken/vandalized equipment, evidence of broken entryways, windows, etc.
10. Graffiti
11. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
12. Vehicle license number of suspicious person
13. Weapons violations/seized
14. Other suspicious or noteworthy activity in the Security context

D. Media Coordination: The Professional's Office will relay to PVWC's Executive Director or his designee information related to major crime or incident of note that occurs on PVWC property or relating to PVWC's conduct of business, before the media is informed if the media is informed, at all. And release of information to the public and the press shall be coordinated between PVWC's Executive Director and the Professional to the extent possible and permissible in accordance with applicable law.

E. Required Resources:

1. In order to implement this program, not less than two (2) marked patrol units shall be provided by Professional. At a minimum, each unit shall be equipped by Professional with oxygen, defibrillator, first aid kit, road safety, water rescue equipment, and any other equipment deemed necessary by professional to provide the required and intended services.
2. Units should be (4) wheel drive, high clearance type vehicles.
3. Other required equipment that shall be provided by Professional shall include, without implied limitation, a base radio at PVWC's guardhouse, portable radios with chargers and individual Professional Employee's safety gear such as masks, helmets, vests, sticks and weapons.
4. Initially, monitoring of security cameras will be possible in PVWC's guardhouse. It will be the responsibility of the Security Guard there to monitor the cameras. Monitors will also be installed in the Professional's Office Communication Center. They will be monitored there periodically by program or whenever an alarm is tripped and the filmed area comes up on the screen. This will help to ensure that alarms or evidence caught on camera is not missed or overlooked.

**Article III Notices**

Any notices required pursuant to the terms of this Agreement shall be sent by United States Certified Mail to the principal place of business of each of the Parties hereto, as specified below:

PVWC: Joseph Bella, Executive Director  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

Louis Amodio, Administrative Secretary  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

George T. Hanley, Esq., General Counsel  
Law Department  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

Professional: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**  
**PASSAIC VALLEY WATER COMMISSION PROPERTIES**

1	Little Falls Treatment Plant	800 Union Boulevard	Totowa
2	Beatties Dam	800 Union Boulevard	Totowa
3	Verona Storage tank	Hospital Grounds, Fairview Avenue	Verona
4	Cross-Over Building	42 McBride Avenue	Woodland Park
5	Great Notch Reservoir, Pump Station and Storage Building	Rifle Camp Road	Woodland Park
6	New Street Reservoir and Pump Station	New Street & Rifle Camp Road	Woodland Park
7	Garret Heights Pump Station	Mountain Avenue	Woodland Park
8	Levine Reservoir, Storage Building and Pump Station	Grand & New Streets	Paterson
9	Great Falls Pump Station	Spruce & Mc Bride Ave Extension	Paterson
10	Haledon Water System	174 Oxford Street	Paterson
11	East Side Pump Station	E. 26 <sup>th</sup> & Park Avenue	Paterson
12	Prospect Park Water System	Brown & N. 10 <sup>th</sup>	Paterson
13	Red Wood Ave Pump Station	Chamberlain & Red Wood Avenue	Paterson
14	Colonial Village Storage Tank	Granite & Grove Streets	Paterson
15	Manchester Pump Station	Brown Ave & Lake Shore Drive	Haledon
16	Prospect Park Storage Tank	Prescott Avenue	Prospect Park
17	Point View Reservoir, Gate House and Garage	1 Berdan Avenue	Wayne
18	Jackson Ave Pump Station	Jackson Avenue	Wayne
19	Wanaque South Pump Station	Fairfield Road	Wayne
20	Lincoln Park Water System and Pump Station	Boonton Road	Lincoln Park
21	High Crest Water System and Pump Station	High Crest Road	W. Milford
22	High Crest Storage Tank	Pawnee Terrace	W. Milford
23	Nosenzo Pond Well House	Nosenzo Pond Road	W. Milford
24	Bloomingtondale Water System and Mathews Ave Pump Station	Mathews Avenue	Riverdale
25	Valley Heights Pump Station	Valley Rd & Sky View Terrace	Clifton
26	Meter Building	Van Houten Avenue	Clifton
27	Meter Building	Hepburn Road	Clifton
28	Mount Prospect Pump Station	Mt. Prospect & Allwood Road	Clifton
29	Clifton Admin. Building & Garage	1525 Main Avenue	Clifton
30	Botany Pump Station	Barbour & President Street	Passaic
31	Lodi Water System & Storage Tank	Harrison Ave & Memorial Drive	Lodi

**Resolution: 15-138**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: DECEMBER 16, 2015**

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 16-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process Law require that notice, with respect to contracts for professional services (or extraordinary unspecifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

**WHEREAS**, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from one (1) professional (or provider of extraordinary unspecifiable services) provider; and

**WHEREAS**, the response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

**WHEREAS,** based on the said evaluation of the response received, the firm of ALAMO INSURANCE GROUP of SECAUCUS, N.J. [the "Awardee"] was determined to be professionally qualified and capable of performing the required services with respect to the Project and its response received November 5, 2015 (hereinafter the "Response"); and

**WHEREAS,** the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit A attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") in above-referenced Exhibit A; and

**WHEREAS,** it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) at this time; and

**WHEREAS,** the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

**WHEREAS,** the said response, or responses, to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection;

**NOW, THEREFORE, BE IT RESOLVED,** by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby




awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	AYE	NAY	ABSTAIN	ABSENT
<b>SANCHEZ, R.</b>	___	___	___	<u>  X  </u>
<b>LEVINE, J.</b>	___	___	<u>  X  </u>	___
<b>GRADDY, R.</b>	<u>  X  </u>	___	___	___
<b>KOLODZIEJ, G.</b>	<u>  X  </u>	___	___	___
<b>BAZIAN M.</b>	___	___	___	<u>  X  </u>
<b>DE VITA, T.</b>	<u>  X  </u>	___	___	___
<b>CLEAVES, C.</b>	<u>  X  </u>	___	___	___

**Adopted at a meeting of Passaic Valley Water Commission.**

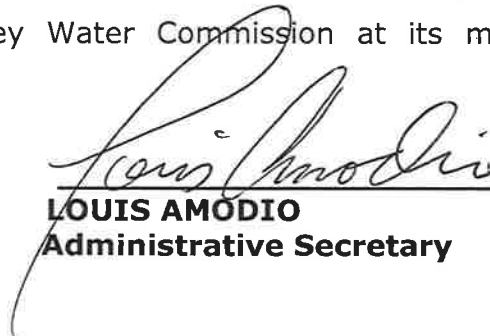
  
 \_\_\_\_\_  
**President**  
**CRYSTAL CLEAVES**

  
 \_\_\_\_\_  
**Secretary**  
**THOMAS P. DE VITA**

**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**Solicitations for Professional Services  
(or Extraordinary Unspecifiable Services)**

Form of Contract in Blank

**EXHIBIT A**

**FORM OF AGREEMENT**

**PASSAIC VALLEY WATER COMMISSION**  
**FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and \_\_\_\_\_ a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at \_\_\_\_\_

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 16-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 5, 2015, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL

shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. There shall be no fees or other forms of compensation to the PROFESSIONAL other than those set forth in the Proposal and agreed to by PVWC.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the

arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

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

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

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

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

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Administrative Secretary, or the Director of Engineering, of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the

right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**PROFESSIONAL FIRM**

Witness or Attest

By: \_\_\_\_\_  
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
CHRYSTAL CLEAVES  
President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

(On File in the Office of the Administrative Secretary)