

REGULAR MEETING HELD ON WEDNESDAY, SEPTEMBER 23, 2015
6:00 PM
ORDER OF BUSINESS

Item

1. **CALL TO ORDER BY DIRECTOR**
2. **ROLL CALL**
3. **MOMENT OF SILENT PRAYER AND SALUTE TO THE FLAG**
4. **PUBLIC STATEMENT**

"Pursuant to the Open Public Meetings Act, Chapter 231, P.L. 1975 Adequate Notice as defined by Section 3D of Chapter 231, P.L. 1975, has been made by regular mail, such notice being submitted on September 17, 2015 from the Administrative Center of the County of Sussex, located at One Spring Street, Newton, New Jersey to the following:

New Jersey Herald	WSUS Radio
New Jersey Sunday Herald	WNNJ Radio
Star Ledger	

and is also posted on the bulletin board maintained in the Administrative Center for public announcements and has been submitted to the Sussex County Clerk in compliance with said Act."

5. **PUBLIC HEARINGS**

6. **PROCLAMATIONS/CERTIFICATES/PRESENTATIONS**

A. Proclamations/Certificates

1. Proclamation in recognition of the Auxiliary of Newton Medical Center's 80th Anniversary.
2. Proclamation in recognition of October as being National Domestic Violence Awareness Month.

(voice vote)

B. Presentations

1. Presentation by Sussex County Sheriff's Office - 9-1-1 Center
2. Presentation by Dr. Chris Robertozzi to discuss a proposed Sports Complex at Sussex County Community College
3. Acknowledging the retirement of Laurie L. Gallant, Accountant for the Treasury Department, who retired after 29 years with the County; Michael J. Mezger, Confidential Assistant for the Road Department, who retired after 27 years with the County; and Randy E. Peirce, Director of Food Service for the Jail, who retired after 25 years with the County.

7. **PUBLIC SESSION FROM THE FLOOR**

(Please note: Everyone is asked to keep their comments to 5 minutes or less)

8. **FREEHOLDERS' COMMENTS**

9. **APPROVAL OF CONSENT AGENDA**

A. RESOLUTION RE: PAYMENT OF BILLS

B. RESOLUTION RE: AUTHORIZATION TO PROVIDE FOR THE PURCHASE OF NEW COMPUTER EQUIPMENT MAINTENANCE SUPPORT FOR THE COUNTY OF SUSSEX

- C. RESOLUTION RE: AUTHORIZATION TO PROVIDE FOR THE PURCHASE OF NEW COMPUTER HARDWARE/SOFTWARE EQUIPMENT FOR THE SUSSEX COUNTY SHERIFF'S OFFICE AND THE 911 PSAP
- D. RESOLUTION RE: AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS IN COMPLIANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ. FOR VARIOUS SERVICES, WITH ACCUMULATED VALUE LESS THAN THE BID THRESHOLD, AS STATED BELOW
- E. RESOLUTION RE: AUTHORIZING THE FREEHOLDER DIRECTOR OF THE SUSSEX COUNTY BOARD OF CHOSEN FREEHOLDERS TO EXECUTE THE 2015-2016 TITLE IV-D REIMBURSEMENT AGREEMENT BETWEEN THE SUSSEX COUNTY SHERIFF'S OFFICE AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT
- F. RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH NORTHWEST NEW JERSEY COMMUNITY ACTION PROGRAM, INC. (NORWESCAP) FOR THE PROVIDING OF CANCER CONTROL AND PREVENTION HEALTH SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)
- G. RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH NEWTON MEDICAL CENTER /AHS HOSPITAL CORPORATION FOR THE PROVIDING OF MEDICAL DIAGNOSTIC SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)
- H. RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH MULTI-DIAGNOSTICS SERVICES, INC. FOR THE PROVIDING OF MAMMOGRAPHY SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

The Board of Chosen Freeholders of the County of Sussex has reviewed the Consent Agenda consisting of various proposed Resolutions and determined that adoption of the said Resolutions is in and will further the public interest. (roll call vote)

10. **APPROVAL OF MINUTES**

11. **APPOINTMENTS AND/OR RESIGNATIONS**

- A. RESOLUTION RE: REAPPOINTMENT OF DIANE L. WEXLER TO THE BOARD OF EDUCATION OF THE SUSSEX COUNTY VOCATIONAL-TECHNICAL SCHOOL FOR A TERM OF FOUR (4) YEARS. SAID TERM TO BEGIN NOVEMBER 1, 2015 AND EXPIRE OCTOBER 31, 2019

- B. RESOLUTION RE: REAPPOINTMENT OF RACHEL HELT AND JERILYN DOHERTY AS MEMBERS OF THE SUSSEX COUNTY MENTAL HEALTH BOARD FOR A TERM OF THREE (3) YEARS BEGINNING IMMEDIATELY AND EXPIRING JUNE 30, 2018

(roll call vote)

12. **RESOLUTION**

13. **AWARDS OF CONTRACTS/CHANGE ORDERS/BIDS**

A. Awards of Contract

- 1. RESOLUTION RE: AWARD OF CONTRACT EXTENSION BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF SANDY RELIEF FUNDING FOR HOME REPAIR AND ADVOCACY UNDER THE SERVICES OF RESIDENTIAL MAINTENANCE

- 2. RESOLUTION RE: DESIGNATION OF QUALIFIED SURVEYORS SELECTED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR PROFESSIONAL SURVEYING SERVICES FOR THE SUSSEX COUNTY FARMLAND PRESERVATION PROGRAM

- 3. RESOLUTION RE: AWARD OF CONTRACT FOR THE COCHRAN HOUSE RECORDS RETENTION FIRE SUPPRESSION SYSTEM RENOVATION

4. RESOLUTION RE: AWARD OF CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR PROFESSIONAL SURVEYING SERVICES FOR THE FARMLAND PRESERVATION PROGRAM

B. Change Orders

1. RESOLUTION RE: AUTHORIZING AMENDMENT NO. 5 TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SUSSEX AND HQW ARCHITECTS, LLC FOR THE PROVIDING OF ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW 9-1-1 EMERGENCY COMMUNICATIONS CENTER AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

2. RESOLUTION RE: AWARD OF CHANGE ORDER NO. 1, FINAL TO A CONTRACT BETWEEN THE COUNTY OF SUSSEX AND BOB VIERSMA & SONS, INC., FOR THE RETAINING WALL REPLACEMENT ALONG CR607 AT 263-265 MAXIM DRIVE, SUSSEX COUNTY, NJ

(roll call vote)

14. **FINANCIAL**

15. **PERSONNEL**

A. Personnel Agenda

(voice vote)

16. **ADMINISTRATIVE REPORT**

A. Other

17. **COUNTY COUNSEL**

A. Capital Projects

B. Litigation

- C. Contract
- D. Other Matters

18. **UNFINISHED BUSINESS**

19. **NEW BUSINESS**

20. **PUBLIC SESSION FROM THE FLOOR**
(Please note: Everyone is asked to keep their comments to 5 minutes or less)

21. **EXECUTIVE SESSION – (Closed Session – If Necessary)**

RESOLUTION RE: PROVIDING FOR AN EXECUTIVE (CLOSED) SESSION NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 10:4-12 ET SEQ.

WHEREAS, the subject matter(s) about to be discussed may be excluded from the public portion of the meeting by Resolution of the Board of Chosen Freeholders as an exception to the “Open Public Meetings Act” pursuant to N.J.S.A. 10:4-12 (b); and

WHEREAS, it appears necessary for the Board of Chosen Freeholders to discuss such matter(s) in Executive Session.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, in accordance with the provisions of N.J.S.A. 10:4-12(b) and N.J.S.A. 10:4-13 that the Board at this time enter into an Executive Session from which the public shall be excluded; and

BE IT FURTHER RESOLVED, that the general nature of the subject(s) to be discussed relate to the following item(s) authorized by N.J.S.A. 10:4-12(b) as designated below:

- _____ (1) **Matters Required by Law to be Confidential:**
- _____ (2) **Matters Where the Release of Information Would Impair the Right to Receive Funds:**
- _____ (3) **Matters Involving Individual Privacy:**
- _____ (4) **Matters Relating to Collective Bargaining Agreements:**

_____ (5) **Matters Relating to the Purchase, Lease of Acquisition of Real Property or the Investment of Public Funds:**

_____ (6) **Matters Relating to Public Safety and Property:**

_____ (7) **Matters Relating to Litigation, Negotiations and the Attorney Client Privilege:**

_____ (8) **Matters Relating to the Employment Relationship:**

_____ (9) **Matters Relating to the Potential Imposition of a Penalty:**

BE IT FURTHER RESOLVED that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Sussex County Board of Chosen Freeholders or provided by law that the public interest will no longer be served by such confidentiality; and

BE IT FURTHER RESOLVED that upon completion of the business for which the Board has entered into the Executive Session, the Board shall reconvene and resume its meeting open to the public.

22. REMINDERS

Monday	October 12, 2015	Holiday
Wednesday	October 14, 2015	Regular Meeting – 6:00 P.M.

23. ADJOURNMENT (voice vote)

**RESOLUTION RE: AUTHORIZATION TO PROVIDE FOR THE PURCHASE OF
NEW COMPUTER EQUIPMENT MAINTENANCE
SUPPORT FOR THE COUNTY OF SUSSEX**

WHEREAS, the Board of Chosen Freeholders have established certain budgets so that various computer hardware/software products, services and support can be purchased to carry out required County functions in a timely manner; and

WHEREAS, upon recommendation of the Office of Technology the new computer equipment maintenance support will be utilized with the upgrade to the network firewall, internet filter and server; and

WHEREAS, the following vendor is an authorized supplier as approved by the Division of Purchase and Property of the New Jersey Department of the Treasury and assigned contract number, thereby affording the County the opportunity of direct purchase without competitive bidding:

SHI International Corp. #A89851 \$42,549.52

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders does hereby authorize the execution of the necessary purchase order in the approximate total amount of \$42,549.52 (#61287) by the Sussex County Office of Purchasing to permit the purchase of the new computer equipment maintenance support for the County of Sussex; and

BE IT FURTHER RESOLVED that upon receipt, inspection and approval of voucher therefore by the using agency, payment, pursuant to said purchase order, is hereby authorized with the same to be charged against funds established in the appropriate account for said purpose; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

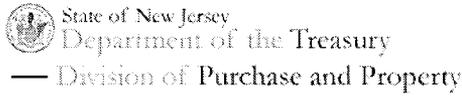
Resolution Summary Other

**RESOLUTION RE: AUTHORIZATION TO PROVIDE FOR THE PURCHASE OF NEW
COMPUTER EQUIPMENT MAINTENANCE SUPPORT FOR THE COUNTY OF
SUSSEX**

Description of Resolution:

This resolution is to authorize the purchase of new computer equipment maintenance support (VMware Technical Support) to be utilized with the upgrade to the network firewalls, internet filter and server.

This purchase is provided by New Jersey State Contract #89851 using SHI International Corp., in the amount of \$42,549.52.



**Notice of Award
 Term Contract(s)**

**M-0003
 SOFTWARE LICENSE & RELATED SER**

Vendor Information
By Vendor
Email to VICENTE AZARCON

Downloadable NOA Documents
 (Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [Documentation Requirements Adobe PDF \(26 kb\)](#)
- [New Jersey Custom Agreements List Adobe PDF \(111 kb\)](#)
- [SaaS Guidelines Worksheet Adobe PDF \(67 kb\)](#)
- [Scope of Work Requirements Adobe PDF \(13 kb\)](#)
- [Software Publisher Service Provider Agreement Adobe PDF \(3 kb\)](#)
- [Standard Terms and Conditions 2011 Adobe PDF \(93 kb\)](#)
- [Standard Terms and Conditions Addendum 2015 Adobe PDF \(4 kb\)](#)
- [State of NJ License Agreements Requirements Adobe PDF \(93 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(890 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0003
Contract #:	VARIOUS
Contract Period:	FROM: 09/01/15 TO: 06/30/20
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	24052
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
 B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:		
VICENTE AZARCON	PROCUREMENT SPECIALIST	609-292-0250
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	09/01/15

VENDOR INFORMATION	
Vendor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061-9740
Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Order Fax:	000-000-0000
Contract#:	89849
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	DELL MARKETING LP 1 DELL WAY/RR8-06 ROUND ROCK, TX 78682
Contact Person:	ASHLEIGH LANE
Contact Phone:	800-981-3355
Order Fax:	000-000-0000
Contract#:	89850
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE, AZ 85283
Contact Person:	FRED AFOYA
Contact Phone:	800-467-4448
Order Fax:	000-000-0000
Contract#:	89853
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PCMG INC 14160 NEWBROOK DR/STE 210 CHANTILLY, VA 20151
Contact Person:	BILL ABRAMS
Contact Phone:	877-609-5173
Order Fax:	000-000-0000
Contract#:	89854
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Order Fax:	000-000-0000
Contract#:	89851
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: CDW GOVERNMENT LLC			Contract Number: 89849		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR	1.000	EA	NET	N/A

	MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
Vendor: DELL MARKETING LP		Contract Number: 89850			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EA	NET	N/A

	ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
Vendor: INSIGHT PUBLIC SECTOR INC		Contract Number: 89853			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
Vendor: PCMG INC		Contract Number: 89854			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR	1.000	EA	NET	N/A

	MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION	1.000	EA	NET	N/A
Vendor: SHI INTERNATIONAL CORP		Contract Number: 89851			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EA	NET	N/A

ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)				
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NOTICE OF AWARD AND METHOD OF OPERATION

**Term Contract M0003
SOFTWARE LICENSE,
MAINTENANCE, SUPPORT
AND RELATED SERVICES
CONTRACT**

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1.0 BACKGROUND

1.1 PURPOSE AND INTENT

The purpose of Term Contract M0003 Software License, Maintenance, Support and Related Services Contract (“the contract” or “M0003”) is to provide Using Agencies and Cooperative Purchasing Partners with a mechanism to purchase software products and associated services through a Software Reseller.

The State of New Jersey participated in the competitive bid process with the Commonwealth of Massachusetts, Rhode Island and Vermont, to leverage the combined purchasing power of these states and to achieve significant cost savings for taxpayers. New Jersey awarded the contract to CDW Government LLC, Dell Marketing L.P., Insight Public Sector Inc., PCMG Inc., and SHI International Corp.

Each Contractor provides a catalog of products and services provided by a variety of Software Publishers and Services Providers (“Providers”). In addition, each Contractor offers pre-sale services to assist Using Agencies in making purchasing decisions.

In certain situations, the State may require a separate agreement to be in place with a Provider (See Section 6.0 Custom Agreements below).

1.2 WHAT'S NEW

The key differences between the expired M0003 and the new M0003 contract are as follows:

- Five (5) Contractors instead of three (3);
- No sole source for Microsoft or any other Provider;
- Two-tiered pricing;
- Revised quote package requirements;
- Revised Software Publisher/Service Provider Agreement (“SPA”) and new Software as a Solution (“SaaS”) ¹ Supplement (coming soon);
- OIT and DPP Pre-Approval of SaaS; and
- Clarified roles and responsibilities on the development of Custom Agreements.

1.3 SCOPE

Using Agencies may purchase the following products and services through one of the Contractors under this contract:

- Commercial Off the Shelf Software (“COTS”);
- Software Related Services (implementation, training, installation, and configuration services. Limited customization of COTS is permitted with advance written approval of the State Contract Manager);
- Maintenance and technical support services;
- Software as a Solution (“SaaS”)(see Glossary for definition); and
- Software packaged with hardware as an appliance (with the written approval of the State Contract Manager).

¹ The State of New Jersey uses the term “as a Solution” in lieu of the common industry terminology “as a Service.”

Contractors may provide pre-sales assistance, documentation and volume license agreement (VLA) administration. Examples of pre-sale services available to Using Agencies from Contractors include:

- Volume License Agreements (“VLA”) – assistance with determining the most cost-effective buying strategy and ensuring compliance with licensing requirements;
- Recommendations –assistance in finding a package to meet a specific need, e.g., flow-charting software;
- Cost-effectiveness of upgrade protection plans;
- Total Cost of Ownership (“TCO”) comparison of premise-based licenses vs. SaaS; and
- Academic VLA assistance.

Limitations – the following are **not** permitted under this contract:

- Platform as a Solution (“PaaS”) and Infrastructure as a Solution (“IaaS”) solutions (see Glossary for definitions);
- SaaS purchases with a first year cost of over \$1,000,000 per year;
- Geographic Information System (“GIS”) software products (Use the GIS Software Contract with ESRI, located on the Division’s website at: http://www.state.nj.us/treasury/purchase/boa/contracts/m7003_11-r-21579.shtml);
- Services that are not Software Related Services, including but not limited to IT staff augmentation services and IT consulting services; and
- Leasing is not permitted for State Using Agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

1.4 CONTRACT NUMBERS AND TERM

The State contract numbers are specified below:

Contractor	Contract #
CDW Government LLC	89849
Dell Marketing LP	89850
Insight Public Sector Inc.	89853
PCMG, Inc.	89854
SHI International Corp	89851

The contract term is September 1, 2015 through June 30, 2020.

1.5 OBTAINING QUOTES

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

The Using Agency must request a quote from all five Contractors, except when ordering Microsoft products under an Enterprise Agreement enrollment (see Section 1.6 below). However, only the lowest three (3) quotes need be submitted with the purchase. The Using Agency should keep all quotes received in its own file.

When requesting a quote, the Using Agency must advise the Contractor whether the Provider has a Custom Agreement or exception with the State or not. This information may be found in the

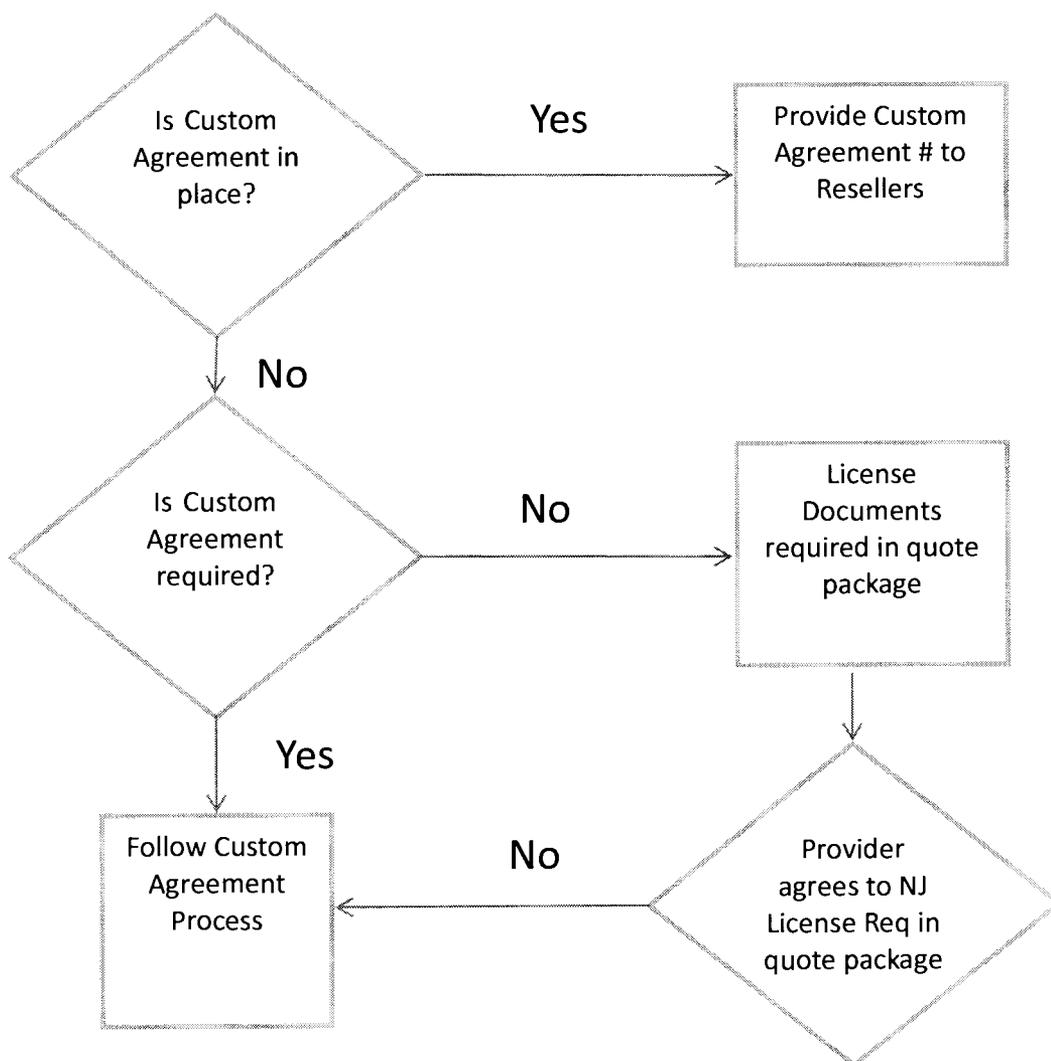
document titled "NJ Custom Agreements List" on the DPP website for the M0003 contract. This information is needed because it will determine what documentation the Contractor is required to provide in the quote package (see below).

Quote Package - All quotes submitted to the Using Agency by a Contractor must include the following information:

- Contractor's State of NJ Contract number;
- Product and/or Service description;
- Scope of Work (for Software Related Services and SaaS);
- The price of the software and/or services;
- The % discount or % mark-up;
- Disclosure of the quotes pricing level (Tier 1 or Tier2);
- The State's price;
- Term;
- **NEW:** If a Custom Agreement or exception is in place with the Provider, the quote must reference the NJ Custom Agreement Number or exception status; and
- **NEW:** If a Custom Agreement is not in place AND a Custom Agreement is not required, the quote must include the following documents (see Section 6.1):
 - The State of New Jersey License Agreement Requirements document (Exhibit 1)
 - The Provider's Standard Form Agreement(s) ("SFA") applicable to the purchase (e.g., Software License Agreement, Maintenance Agreement, Service Agreement, etc.).
- If a Custom Agreement or exception is not in place AND is required, then follow the Custom Agreement process described in Section 6.2.

See process chart below. Any quote that does not contain the information above must be returned to the Contractor and not accepted.

Quote Package Process Flow



The Using Agency may obtain quote(s) from the Contractor's website or the Using Agency may contact the Contractor representative listed below. Please note, for all purchases under this contract, the Purchase Order will be issued directly to the Contractor. In addition, it is recommended that the Using Agencies directly contact the Contractor representative for assistance with purchases before issuing a Purchase Order. This will ensure that the Using Agency is ordering the appropriate products and services to meet its needs.

Using Agencies must accept the lowest priced quote and issue a Purchase Order to the Contractor with the lowest price. There may be cases where the Contractor is unable to sell a software product. In this case, the Using Agency should obtain documentation from the Contractor stating that it cannot offer a quote and this documentation should be kept with the file for the purchase.

If a Using Agency is searching for a specific software product and it is not listed on the website, the Using Agency should call the Contractor to ascertain if the Contractor has the software under its portfolio. Contractors are permitted to add software to the contract throughout the term of the contract. Therefore, the website may not reflect the addition of a software product immediately. It should also be noted that if a Using Agency needs a specific software product and the Contractor

does not currently have that software in its portfolio, the Contractor has the capability of working with the Provider to have the software added to its portfolio. If none of the Contractors have the specific software product needed, the Using Agency should contact all five Contractors to request the addition of the product.

Multi-year quotes – The Reseller may provide a quote for multi-year pricing. However, the Using Agency may only pay one year at a time, subject to appropriations and availability of funds.

1.6 MICROSOFT OPTIONS

Microsoft requires enrollments under an Enterprise Agreement to identify a single reseller to service that agreement. Thus, all existing enrollments under the State’s Enterprise Agreement are currently serviced by Dell.

Using Agencies with an existing enrollment under the State’s Enterprise Agreement that is serviced by Dell may do one of the following:

1. Continue to obtain Microsoft software through Dell under the existing enrollment, or
2. Choose to issue a Change of Channel Partner (COCP) request to switch the current enrollment from Dell to one of the other Contractors.

Using Agencies entering a new enrollment or renewing an existing enrollment under the State’s Enterprise Agreement may choose any of the Contractors.

Using Agencies that purchase under the State’s Select Plus Agreement or Academic Select Plus Agreement may use any of the Contractors, but may have to complete a new Public Contract Number (PCN) form with the selected Contractor.

1.7 CONTRACTOR CONTACT INFORMATION

The information below is specific to each Contractor and will assist Using Agencies with software purchases:

CDW GOVERNMENT LLC

CDW•G Account Team

Using Agencies can log-in to the Account Center on the contract site or cdwg.com for availability and contact information of the CDW•G Account Manager. Alternatively, the Using Agency can contact the following resources:

State and Local Government

Kevin Cucuel, Sales Manager	P: 866.613.1173 E: kevicuc@cdw.com
Glen Brown, Field Account Manager	P: 866.872.0847 E: glenbro@cdw.com

K-12 Education

Sarah Rosenfeld, Sales Manager	P: 203.851.7128 E: sarah.rosenfeld@cdwg.com
Jon Kertesz, Field Account Executive II	P: 866.479.7354 E: jonaker@cdw.com

Higher Education

Clayton Boras, Sales Manager	P: 866.776.7365 E: clayton@cdwg.com
David Partridge, Field Account Executive II	P: 847.465.6000

| E: davipar@cdw.com

All Other Eligible Purchasers
CDW•G Sales Assistance

| P: 800.808.4239

Other Contacts (Escalation Path)

For matters that require escalation, please reach out to the following contact
Jon Mazella, Sr. Sales Manager

| P: 866.776.7415

| E: jonathan.mazella@cdwg.com

Online Pricing and Product Information

To view CDW•G's highly competitive ITS58 price offer and expansive software portfolio, please visit www.cdwg.com/MAITS58.

DELL MARKETING L.P.

As a general rule the Using Agency should contact the "Inside Sales Representative" for product questions and quotes, and the Account Executive for questions, local support, and in person meetings.

Account Manager – Lorri Bailey

Lorri_bailey@dell.com

512.723-0016

Software Inside Sales Representatives for selected Agencies:

Eric Bohn eric_bohn@dell.com 224-543-5332

OIT	ATTORNEY GENERAL'S OFFICE	NJ COURT SYSTEM
ECONOMIC DEVELOPMENT AUTHORITY	LABOR DEPARTMENT	HUMAN SERVICES DEPARTMENT
GOVERNOR'S OFFICE	STATE TREASURER'S OFFICE	NEW JERSEY STATE LIBRARY
State Police	Community Affairs	Civil Service Commission

Jamie Wilson jamie_wilson@dell.com 224-543-5668

ENVIRONMENTAL PROTECTION DEPARTMENT	NEW JERSEY GENERAL ASSEMBLY	AGRICULTURE DEPARTMENT
NEW JERSEY STATE PAROLE BOARD	NJ Department of Health	CAPITAL BUDGETING AND PLANNING COMMISSION
HOUSING AND MORTGAGE FINANCE AGENCY (HMFA)	PERSONNEL DEPARTMENT	EDUCATIONAL FACILITIES AUTHORITY
CORRECTIONS DEPARTMENT	TRANSPORTATION DEPARTMENT	MILITARY AND VETERANS' AFFAIRS DEPARTMENT

New Jersey State agencies not listed above:

Eric Bohn; eric_bohn@dell.com; 224-543-5332

Jamie Wilson; jamie_wilson@dell.com; 224-543-5668

Local Government and Municipalities:

Aaron Nichols; aaron_i_nichols@dell.com; 512-728-1394
Ryan Schumaker; ryan_schumaker@dell.com; 512-513-3588
Romina Kronick; romina_kronick@dell.com; 512-723-1135

Other Contacts (Escalation Path)

Brad Carr is the New Jersey Account Executive for Partner Software brad_carr@dell.com, 646-573-0885

Maheen Mirza is the Outside Regional Sales Director for Federal and Northeast Software Sales (excluding Dell IP). maheen_mirza@dell.com 703-334-1990

Kim Wood is the Sales Manager for Local Government and Municipalities:

kim_wood@dell.com 512-728-5262

Using Dell Software Online to get pricing, reports, and information

Link to [Dell Software Online](#)

Any Using Agency can access Dell Software Online. Some Dell Software Online features require an additional level of access:

- reports of your Agency's software purchases
- order tracking

Each Using Agency may designate one "Site Supervisor" by contacting their Dell Account Manager. The Site Supervisor will be given a login ID and password which will enable access to account information to control access to additional Dell Software Online features. If a Using Agency requires a login and password to be issued, please contact the Dell Software Inside Sales Representative identified above to request a login and password for Dell Software Online.

Other ways to get reports

The previous section describes how you can run reports on your own. If you prefer, your Dell Account Representative can create reports of your Agency's software purchases, both ad hoc reports and reports which can be scheduled for you to receive automatically on a periodic basis. **One report Using Agencies may find useful is a report showing the expiration date for maintenance for each of their software licenses.**

Ordering Address

Dell Marketing, L.P.
850 Asbury Drive
Buffalo Grove, IL 60089

Payment Address

Dell Marketing, L.P.
PO Box 643561
Pittsburg, PA 15264

INSIGHT PUBLIC SECTOR, INC.

Insight Public Sector (IPS) utilizes an online portal to search for available software, quote and purchase information. If a software title A Using Agency needs is not listed, the Using Agency must contact an IPS representative via phone or email. IPS will contact the Provider and if agreed upon, IPS may add it to its catalog and provide a quote to the Using Agency.

The link for the New Jersey IPS Software Contract is: www.ips.insight.com/njm0003

Orders may be placed by phone, fax and email or online at the above website.

New Jersey Sales Team:

State and Local Government:

Ricky Rangel, Account Executive
Phone: 800-467-4448 x3296
Fax: 480-760-8142
Email: ricky.rangel@insight.com

Education:

Victor Sanabia, Account Executive
Phone: 800-467-4448 x6206
Fax: 480-760-6805
Email: victor.sanabia@insight.com

State, Local and Education:

Fred Tafoya, Account Executive
Phone: 800-467-4448 x5386
Fax: 480-760-6412
Email: fred.tafoya@insight.com

Sales Management – (Escalation Path – Complex Requirements):

Bill.Raitt@insight.com – Sales Market Leader, East P: 978-835-2588
AJ.DAgostini@insight.com - Manager, Inside Sales P: 800-467-4448 x5308

Reporting

Once you have a login and password for ips.insight.com, agencies can run reports for purchases or the IPS team can create reports of agency's software purchases and email them to directly, either ad hoc or on a scheduled, recurring basis.

PCMG INC.

Account Manager – Danayet Gebremedhin
contract@pcmg.com
800.625.5468

<u>Sales Team</u>	Bill Abrams, Account Executive ITS58@pcmg.com 877-609-5173 Joe Pasipanki, Account Executive ITS58@pcmg.com 800-625-5468 x82447
<u>All Other Eligible Purchasers</u>	PCMG Sales 800-625-5468 ITS58@pcmg.com

<u>Additional Contacts (Escalation Path)</u>	<p>John Crescione Sales Manager SLED Toll Free: 800-625-5468 x82438 John.Crescione@pcmg.com</p> <p>Sandeep Kapoor Sr. Sales Manager 800-625-5468 x54047 Sandeep.kapoor@pcmg.com</p> <p>Imran Yunus Director of Sales 310-337-5908 iyunus@endpointe.com</p>
<u>Contract Manager</u>	<p>Danayet Gebremedhin contract@pcmg.com 800-625-5468 x55679</p>
<u>Online Pricing and Product Information</u>	<p>PCMG's exclusive software pricing for ITS 58 and additional products will be available for viewing soon.</p>

SHI INTERNATIONAL CORP.

The Using Agency can request product, pricing or information via email, fax or phone by contacting the SHI Inside Sales Team for the State of New Jersey.

Inside Sales Team- Quotes/Orders - Toll Free: 800-744-4084
Inside Sales Team –
Mike Wagenman@shi.com
Nicole Lawrence@shi.com
Ashley Brandow@shi.com
Escalation Path
Senior Inside Sales Manager is Yara Ismail@shi.com - 732-537-7240
Team Email Alias- These emails will go to appropriate inside and outside reps.
State/Local Gov: NJGOV@shi.com
Education: NJEDU@shi.com
Overall Contract Management/ Outside Sales Team
Nick Grappone@shi.com Public Sector Contracts Specialist 732-537-7166 (office)
Emmy Okobi@shi.com Account Executive – NJ State Gov
Tim Martin@shi.com Account Executive – NJ Higher Ed

Bryan_Rosenthal@shi.com Account Executive – NJ K-12
John_Minnella@shi.com Account Executive – NJ Local Gov
Denise_Verdicchio@shi.com Senior Director - Public Sector SLED

2.0 PRICING

Markup/Markdown pricing is shown in the table below. Because the cost to the Contractor may vary depending on agreements with the Provider, the lowest markup will not necessarily result in the best price.

Note that there are two Levels of pricing. **Level 1** covers pricing for routine software orders, including most (but not all) of the services that were covered under the previous M0003 contract such as presales assistance, help finding/selecting products and optimizing the use of volume license agreements such as those for Microsoft and Adobe, ordering assistance, notification of upcoming maintenance expiration, obtaining reports, and catalog access. **Level 2** pricing, which is generally higher than Level 1, includes more complex transactions such as those requiring a Statement of Work. Depending on the Contractor, the markup the Level 2 markup will be 0%-3% higher than the Level 1 markup.

**Software Reseller-
Markups/Markdowns**

**Cost Plus or Cost Minus Percentage -
Service Level 1 - Orders that do not
require the additional level of services
specified for Level 2.**

**Cost Plus or Cost Minus Percentage -
Service Level 2 - Orders requiring:
1. Three way agreement (RFR Section
3.2.11.1) AND/OR
2. Submission of letters on behalf of
Software Publishers (RFR Section
3.2.11.2) AND/OR
3. Statement of Work (RFR Section
3.2.11.4)**

Manufacturer / Software Publisher

	CDW	Dell	Insight	PCMG	SHI	CDW	Dell	Insight	PCMG	SHI
Adobe	2.75%	1.12%	1.95%	1.25%	1.25%	2.75%	2.00%	2.45%	2.00%	3.00%
Agate Software	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	3.00%	5.00%
Alliance Enterprises	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	3.00%	5.00%
Axway	0.00%	1.12%	1.95%	1.50%	2.75%	0.00%	2.00%	2.45%	2.50%	5.00%
BLACKBOARD CONNECT INC	0.00%	1.50%	NA	1.50%	NA	0.00%	2.50%	NA	2.25%	NA
CA Technologies	2.25%	1.12%	1.95%	1.25%	1.25%	2.25%	2.00%	2.45%	2.50%	3.00%
Checkpoint	2.00%	1.12%	1.95%	1.25%	1.25%	2.00%	2.00%	2.45%	2.50%	3.00%
CITRIX	2.75%	1.12%	1.95%	1.25%	1.25%	2.75%	2.00%	2.25%	2.25%	4.25%
CommVault Systems	2.75%	NA	1.95%	1.25%	2.00%	2.75%	NA	2.25%	3.00%	5.00%
Computer Square, Inc	1.00%	1.12%	NA	1.25%	1.25%	1.00%	2.00%	NA	2.50%	3.00%
Compuware	2.75%	1.12%	1.95%	1.50%	2.75%	2.75%	2.00%	2.45%	3.00%	5.00%
DELL QUEST	1.50%	**	1.95%	1.25%	1.25%	1.50%	**	2.25%	2.25%	3.00%
EMERGENCY COMMUNICATIONS NETW	0.00%	1.12%	NA	1.25%	NA	0.00%	2.00%	NA	2.25%	NA
Hewlett Packard	2.75%	NA	1.95%	1.75%	2.00%	2.75%	NA	2.45%	2.00%	5.00%
IBM	1.00%	NA	1.95%	1.75%	1.25%	1.00%	NA	2.25%	3.25%	3.00%
Informatica	1.00%	1.12%	NA	1.25%	1.25%	1.00%	2.00%	NA	2.50%	3.00%
Information Builders	2.75%	1.12%	1.95%	1.75%	2.75%	2.75%	2.00%	2.45%	2.25%	5.75%
Kronos	1.00%	1.50%	NA	1.50%	1.25%	1.00%	2.50%	NA	2.50%	3.00%
McAfee	2.75%	1.50%	1.95%	1.25%	1.25%	2.75%	2.50%	2.25%	2.25%	3.00%
Microsoft Corporation	-0.25%	-0.15%	NA	NA	NA	-0.25%	0.50%	NA	NA	NA
Onpoint Technologies	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
Oracle	2.50%	1.12%	1.95%	1.25%	1.25%	2.50%	2.00%	2.45%	2.50%	3.00%
Pitney Bowes	2.75%	1.12%	NA	1.50%	2.75%	2.75%	2.00%	NA	3.00%	5.75%
Proofpoint	2.75%	1.12%	1.95%	1.50%	2.00%	2.75%	2.00%	2.45%	2.25%	5.00%
Red Hat	2.75%	1.50%	1.95%	1.25%	2.00%	2.75%	2.50%	2.45%	2.25%	5.00%
RSA Security	3.00%	1.12%	1.95%	1.25%	1.00%	3.00%	2.00%	2.45%	2.25%	3.00%
Salesforce	2.75%	1.50%	1.95%	1.75%	2.00%	2.75%	2.50%	2.45%	2.25%	5.00%
SAP	2.75%	1.12%	1.95%	1.75%	2.00%	2.75%	2.00%	2.45%	2.25%	5.00%
SAS INSTITUTE INC	2.75%	1.50%	1.95%	1.50%	2.00%	2.75%	2.50%	2.45%	2.25%	5.00%
Softright	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
STR Grants LLC	0.00%	1.12%	NA	1.50%	NA	0.00%	2.00%	NA	2.25%	NA
Symantec	3.00%	1.12%	1.95%	1.25%	1.25%	3.00%	2.00%	2.25%	2.25%	3.00%
Tritech Software Systems	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
Tyler Technologies	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
Vmware	2.25%	1.50%	1.95%	1.25%	1.25%	2.25%	2.50%	2.25%	2.25%	3.00%
WebSense	1.00%	1.12%	1.95%	1.50%	1.25%	1.00%	2.00%	2.45%	2.50%	3.00%
ALL OTHER SOFTWARE	3.25%	3.50%	2.75%	2.00%	3.00%	3.25%	4.50%	2.75%	2.50%	3.00%
SOFTWARE PUBLISHER SERVICES	7.00%	3.50%	3%	2.50%	6.00%	7.00%	4.50%	3%	3.50%	6.00%

3.0 CONTRACT CATEGORIES/LINE ITEMS

This contract contains five (5) line items. The line items are grouped as follows:

- Line #01 – General Software
- Line #02 – Maintenance and Support
- Line #03 – Software Related Services (including training)
- Line #04 – Software as a Solution (SaaS)
- Line #05 – Appliances

The contract line items are specified on the Notice of Award.

The State reserves the right to add, modify and/or delete any line items as necessary to better align with technology and methodologies.

4.0 SERVICE REQUIREMENTS

Response to telephone or email inquiries (automated reply is not sufficient): 4 hours

Providing quotes for items in Software Contractor's catalog: *4 hours

*If items are not in the Software Contractor's catalog and they have no established relationship with the Software Publisher, the Software Contractor cannot control how long it will take to obtain a quote, but must keep the Using Agency updated as to progress.

Delivery time after order receipt for shipped items: CDW - 3 days; PCMG - 7 days; Dell, Insight and SHI - 10 days (except if Eligible Entity notified of delay beyond vendor's control)

Delivery time after order receipt for electronically distributed items: PCMG - 2 days; CDW, Dell, Insight and SHI - 3 days (except if Eligible Entity notified of delay beyond vendor's control) (Subject to availability from the Software Publisher)

Defective/incorrectly delivered media: All vendors will pay for return shipment by Eligible Entity and replace by overnight delivery if requested.

Response to software download/installation problems: 8 hours from notification, for issues such as assistance in navigating the download process, replacement of non-functioning product keys, and similar activities. Assistance with complex installations that are generally handled by the Software Publisher and specified in the ordering transaction are not covered by this provision.

Notification of upcoming maintenance expiration: 3 months in advance of expiration and monthly thereafter until an order is placed, unless otherwise advised by the Eligible Entity.

Other services:

Software consultation

- Help in locating software packages to serve a particular need
- Advice on whether to buy "upgrade protection" given Using Agency's particular situation
- Help on making a decision between SaaS and premise-based software
- Advice on choosing the correct products from a particular product line for Using Agency's needs

Reporting

Generate reports on request showing licenses Using Agency has purchased from the Contractor, when licenses will expire, and other data generated from Using Agency's orders.

5.0 CONSIDERATIONS OF SPECIFIC TYPES OF PURCHASES

5.1 PURCHASE OF NEW SOFTWARE

For all purchases of new software (software that is not currently in use by the Using Agency) above \$250,000, the Using Agency must demonstrate that it considered other software publishers that provide similar functionality, and provide the technical and business justification supporting the selection of the selected Provider. The Using Agency will not receive OIT approval for such purchases without demonstrating that other possible Providers were considered.

5.2 PURCHASE OF SOFTWARE AS A SOLUTION (SAAS)

Cloud solutions that are considered IaaS and PaaS may not be procured under the contract. Rather, IaaS and PaaS must be acquired through an advertised procurement. Please refer to the Glossary definitions below for guidance on how a cloud solution is categorized.

The Using Agency must obtain pre-approval from OIT and DPP that a cloud solution is considered SaaS and therefore eligible to be procured under M0003 by submitting the completed SaaS Guidelines Worksheet (Exhibit 3) to the M0003 State Contract Manager. OIT and DPP will evaluate whether the cloud solution meets the criteria for SaaS. The Using Agency may be requested to provide additional information.

In addition, most SaaS solutions are required to obtain OIT Security approval before a SaaS purchase will be approved. Contact the OIT State Contract Manager for information on the OIT Security approval process and to determine whether the specific SaaS solution requires OIT Security approval.

The Using Agency is advised to complete these steps as early as possible in order to allow time to develop an RFP in the event that the cloud solution is not SaaS, or to develop an alternative plan in the event the cloud solution is not approved by OIT Security.

Purchases of SaaS exceeding a one (1) year cost of \$1,000,000 or more for the provision of all solution components, including operations and maintenance, shall be excluded from this contract and must be acquired through an advertised procurement. Where permitted, the term of the Scope of Work for SaaS shall not exceed a total of seven (7) years including extensions.

6.0 CUSTOM AGREEMENTS

6.1 WHEN A CUSTOM AGREEMENT IS REQUIRED

The following types of purchases require a Custom Agreement to be in place:

1. Purchases of \$50,000 or more;
2. Purchases where the Provider requires the Using Agency to sign a license or service agreement;
3. Purchases where the The State of New Jersey License Agreement Requirements document is required in the quote package and Provider does not agree to include it in the quote package; and
 - a. **NOTE:** The new M0003 contract requires the Contractor to include the Provider's SFA(s) and the State of New Jersey License Agreement Requirements document in the quote package unless a Custom Agreement is in place. If the Provider does not agree to include the State of New Jersey License Agreement Requirements document in the quote package, then a Custom Agreement package is required (See Section 6.2 below).

4. SaaS purchases where any of the following apply (OIT State Contract Manager should be contact if Using Agency is unsure if SaaS purchase requires a Custom Agreement or not):
 - a. State data is stored by the Provider;
 - b. The solution is managing a critical State business function;
 - c. The solution requires State-specific configurations in order for the State to use; or
 - d. The Office of Information Technology requires a Security Approval.

For purchases related to an existing Custom Agreement, the Using Agency must reference the NJ tracking number of the agreement on the Purchase Order. The Using Agency should reference the "Existing NJ Custom Agreements" document on the DPP website for this information.

Note: A Three Party Agreement (TPA) signed prior to March 1, 2014 for SaaS may continue for up to seven years from the date the agreement was executed. The scope of work specified by the TPA as an exhibit may be renewed and is the only work allowable under that agreement. Therefore, if any additional Using Agency wants to purchase the same software products and services, or if additional products and services are contemplated for use by a Using Agency, then a new M0003 Software Publisher/Services Provider Agreement and associated forms are necessary.

6.2 PROCEDURE FOR DEVELOPING A CUSTOM AGREEMENT

An approved final Custom Agreement generally consists of the following documents:

1. Procurement forms and certifications, and Certificate of Insurance;
2. Signed SPA, amended if necessary;
3. Signed SaaS Supplement to the SPA (SaaS only);
4. OIT Security checklist prepared by Provider and approved by OIT (SaaS only);
5. Provider's SFA(s); and
6. Scope of Work document (Software Related Services and SaaS).

The process of developing the Custom Agreement involves several organizations. Roles and responsibilities vary depending on whether the Provider is an Enterprise Provider (a Provider that supplies software to multiple Using Agencies) or a Non-Enterprise Provider. Exhibit 2 contains a list of Enterprise Providers. The table below highlights the key activities and the responsible organizations. This process does not change or supersede approvals required by applicable Circular letters, and the Using Agency is expected to comply with same.

	Activity	Enterprise Provider	Non-Enterprise Provider	Documents Required	Comment
1	If solution is a cloud solution, obtain OIT and DPP pre-approval that solution is SaaS	OIT	Using Agency	SaaS Guidelines Worksheet	
2	Obtain OIT Security Approval or determination that it is not required	OIT	Using Agency	Contact OIT State Contract Manager	
3	Gather Contracting documents	OIT	Using Agency	See "Required Documents" on DPP website	
4	Verify Chapter 51 Approval	OIT	Using Agency	Submit Provider's completed Chapter 51 form to	For Non-Enterprise Providers, the

				CD134@treas.nj.gov	Using Agency is responsible for obtaining Chapter 51 approval. DPP and OIT require proof of compliance to be submitted in the procurement package and will not manage the approval process for the Using Agency.
5	Verify EEO Approval	OIT	Using Agency	AA302 plus copy of Provider's \$150 check to State Treasurer, or copy of valid certificate. See AA302 instructions for additional information.	For Non-Enterprise Providers, the Using Agency is responsible for EEO compliance. DPP and OIT require proof of compliance to be submitted in the procurement package and will not manage the approval process for the Using Agency.
6	Obtain Provider SOW (Software Related Services & SaaS)	OIT	Using Agency	Provider's SOW	
7	Obtain signed SPA or redline	OIT	Using Agency	Provider signed SPA or redline	
8	Obtain Provider SFA	OIT	Using Agency	Provider SFA	
9	Review Provider SFA for business and technical issues	OIT	Using Agency		
10	Prepare comments on SFA and identify Provider and Using Agency contact for SFA issues	OIT	Using Agency	Using Agency list of concerns, Provider contact, Using Agency contact for SFA issues	For non-Enterprise Providers, the Using Agency must review the Provider

					SFA(s) for business and technical issues before submitting the documents to OIT/DPP. The Using Agency must document its concerns with the SFA(s), or state that it has none. The Using Agency must provide contact information for the Provider and a contact at the Using Agency. The Using Agency contact may be asked to participate in negotiation discussions.
11	Submit Procurement Package to OIT	OIT	Using Agency	OIT/DPP SaaS pre-approval (if necessary), OIT Security approval (if necessary, all documents obtained or prepared in 3-10 above	
12	Negotiate Custom Agreement	DPP, OIT, DOL*	DPP, Using Agency, DOL*		Using Agency contact may be asked to participate in negotiation discussions.
13	Finalize Agreement	DPP	DPP		

*DOL involved as necessary

The Custom Agreement may require lengthy negotiations. For planning purposes, the Using Agency is advised to allow 1 - 2 months after its procurement package is submitted to OIT for software and software related services purchases, and 3 - 4 months for SaaS purchases.

Cooperative Purchasing Partners should ensure that their purchases comply with their purchasing statutes and appropriate regulations for using State contracts.

6.3 EXCEPTION PROCESS

When a Custom Agreement is required, Using Agencies should endeavor to obtain the Provider's agreement on the SPA without changes. However, if the Provider insists on changes to the SPA, and the Using Agency has an urgent need to purchase the software before the SPA negotiation is likely to conclude, then the Using Agency may request an exception from DPP that would allow the purchase to proceed while the negotiation is underway.

The Using Agency must complete Activities 1 – 11 above; however, insurance certificates are not required at the time the exception is granted, but will be required before the Custom Agreement is final. The Using Agency must also obtain an acknowledgement from the Provider that the Custom Agreement, once executed, will be the controlling document for the purchase.

An exception is not permitted for purchases of SaaS that require a SPA. (See Section 6.1)

7.0 GLOSSARY

Appliance – Software packaged with hardware.

Commercial Off the Shelf Software (“COTS”) - Software provided by Provider that is commercially available and that can be used with little or no modification.

Geographic Information System (GIS) – A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.

Infrastructure as a Solution (IaaS) - Infrastructure-as-a-Solution (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the purchaser is able to deploy and run arbitrary software, which can include operating systems and applications. The purchaser does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

Platform as a Solution (PaaS) - Platform-as-a-Solution (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure purchaser-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Standard Form Agreement (SFA) – Provider's standard agreement(s) that include terms and conditions applicable to a particular purchase.

Software as a Solution (SaaS) - Software-as-a-Solution (SaaS) as used in this document is defined as the capability provided to the purchaser to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

TCO – Total cost of ownership.

VLA – Volume License Administration.

EXHIBIT 1 – NJ License Agreement Requirements

STATE OF NEW JERSEY LICENSE AGREEMENT REQUIREMENTS

For purchases under this Contract of software or SaaS with a license and/or services agreement (“license agreement”), no such license agreement shall contain or be subject to terms contrary to the following:

1. **LIMITATION OF LIABILITY:** The software publisher/services provider’s (“the Provider”) liability to the State for actual, direct damages resulting from the Provider's performance or non-performance of, or in any manner related to, the license agreement shall be the greater of that contained in the Provider’s license agreement or 200% of the fees paid to the Provider for purchases under this Contract for the previous 12 months unless there is an executed agreement among the Provider and the State of New Jersey and/or Contractor, in which case the limit of liability in such agreement shall control, but shall not apply to the following:
 - i. The Provider's obligation to indemnify the State; and
 - ii. The Provider’s breach of its obligations of confidentiality to the State.
2. **NO INDEMNIFICATION:** The State of New Jersey will not indemnify, defend or hold the Provider harmless. The State will not pay or reimburse for claims absent compliance with the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
3. **AUDIT NOTICE AND DISPUTE RESOLUTION:**
 - i. Notwithstanding anything to the contrary in Provider’s license agreement or SOW, in the event that the Provider seeks to exercise a right in its license agreement or SOW to audit the State’s use of Provider’s intellectual property, Provider shall deliver simultaneous written notice, no less than thirty (30) days in advance of the audit start date (unless the Provider’s notice provides a longer notice period), to:
 - a. the Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
 - b. the Chief of Staff of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
 - c. and the New Jersey State Contract Manager, Software Contractor and Related Services Contract.

The notice shall reference the specific audit provision(s) in the Provider’s license agreement or SOW being exercised and include copies of same, specify the means by which the Provider will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

- ii. To the extent Provider's license agreement and/or SOW permits Provider to conduct periodic audits of the State's usage of the products and/or services provided thereunder, such provision is amended to include the following dispute resolution process:
 - i. If the State, in good faith, provides Provider with written notice of an alleged error in the amount of underpaid fees due Provider as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the license agreement or SOW, as applicable, while they endeavor to resolve the dispute under this paragraph.
- iii. The State of New Jersey will not be responsible for the cost of any audits of the license agreement performed by the Provider.
- iv. In the event that Provider's license agreement or SOW does not provide for audits of the State's usage of the Provider's intellectual property this provision shall not be interpreted to provide such an audit right.

4. GOVERNING LAW; JURISDICTION – The license agreement and/or any orders under such license agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. ("TCA"), and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. ("CLA"), which waive the State's sovereign immunity in accordance with the terms of the TCA or CLA, as applicable, without giving effect to its conflict of laws principles. Any action brought regarding the license agreement or products or services purchased thereunder shall be filed in the appropriate Division of the State of New Jersey Superior Court.

5. CONFIDENTIALITY:

- i. The State of New Jersey's obligation to maintain the confidentiality of Provider's confidential information provided to the State under the license agreement is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- ii. If the State of New Jersey receives a request for Provider confidential information related to the license agreement pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Provider with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. Provider shall take any action it deems appropriate to protect its documents and/or information.
- iii. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the contract and any analysis thereof (whether in

fulfillment of the contract or not).

- iv. In addition, if the Provider receives a request for the State's confidential information pursuant to a court order, subpoena, or other operation of law, Provider shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Provider's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Provider of its obligation to take action to protect such information if the Provider is aware of a legal reason to do so.
 - v. Notwithstanding the requirements of nondisclosure described in this Section 5, either party may release the other party's confidential information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State of New Jersey if the State determines the documents or information are subject to disclosure and Provider does not exercise its rights as described in subsection 5 (b), or if Provider is unsuccessful in defending its rights as described in subsection 5 (b), or 5 (iv) in the case of Provider, if Provider determines the documents or information are subject to disclosure and the State of New Jersey does not exercise its rights as described in subsection 5 (c), or if the State is unsuccessful in defending its rights as described in subsection 5 (c).
6. REFERENCES TO EXTERNAL DOCUMENTATION - Any external documentation incorporated by reference into Provider's license agreement and/or SOW, including without limitation, Technical Reference Manuals, technical support policies, copyright notices, additional license terms, etc., are subject to these terms and conditions. In the event of any conflict between the terms of a document incorporated by reference into Provider's license agreement and/or SOW, and these terms and conditions, these terms and conditions shall prevail.
 7. MAINTENANCE OF RECORDS – The Provider shall maintain records for products and/or services delivered against the Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the State, including the New Jersey Office of the State Comptroller, for audit and review.

EXHIBIT 2 – Enterprise Providers

ABSOLUTE SOFTWARE (Computrace)
Adobe
Agate
Attachmate CORP.
Autodesk
Axway
BMC
CA Technologies
Checkpoint
Citrix
Compuware
Dell
EMC Corporation
Eyemetric Identity Systems
ForgeRock
Hewlett Packard
IBM
Information Builders
Kronos
McAfee
Microsoft
Oracle
Proofpoint
Red Hat
RSA Security
SAP America
Symantec
VeriSign
VMware
Websense

EXHIBIT 3 – SAAS GUIDELINES WORKSHEET

The scope of state contract M0003 permits the purchase of Software as a Solution (“SaaS”), but excludes Platform as a Solution (“PaaS”) and Infrastructure as a Solution (“IaaS”).² This Worksheet is intended to guide using agencies in determining whether a specific solution fits within the State’s definition of SaaS such that M0003 is the appropriate contract vehicle to use to purchase the solution.³ Using Agencies intending to purchase a new SaaS solution must complete this Worksheet and transmit it to the Office of Information Technology for review and approval.

Software Publisher /Service Provider:			
Name of Solution:			
Date:			
		Yes	No
1	Is the goal of the proposed purchase to provide the end user with a software solution?		
	Does the software solution include an operating system?		
	If the software solution includes an operating system, is the solution limited to operating system software?		
2	Does the end user access the software solution through a web browser or other web-based interface?		
3	Does the provider own and manage the underlying infrastructure needed to operate the software solution (e.g. computing capacity and storage)?		
4	Is the software application delivered by the provider and utilized by the end user via the internet? (e.g. software utilities, antivirus, etc.)		
5	Is access to the software solution purchased based on seats, number of users, or transactions?		
6	Is the product purchased on an annual basis? (e.g. subscription)		
7	Is the State’s control over the software application restricted to administrative control over end user configuration options?		
8	Does the pricing change depending on the computing capacity or storage space allocated to the end user?		
9	Can the State modify or customize the underlying source code?		
10	Does the solution require any hardware (other than a web enabled device)?		
11	Is the application built for the State with options to modify the source code as needed?		
12	Does the end user have any application “maintenance” obligations?		

Please use the following space to provide clarification on the above responses or additional information regarding the proposed solution.

² The State of New Jersey uses the term “as a Solution” in lieu of the common industry terminology “as a Service.”

³ Please note, the Department of the Treasury, Division of Purchase and Property, in consultation with the Office of Information Technology, retains the final decision making authority regarding the suitability of a particular solution for purchase under M-0003.

Recommendation:

Based on the Using Agency technical assessment and product review, we believe our responses are factual and accurate and that the cloud solution should be considered (check one):

- SaaS
- Not SaaS

_____ Using Agency Name

_____ Using Agency Signature

_____ Date

To be completed by OIT and DPP:

OIT	DPP
<input type="checkbox"/> Concur <input type="checkbox"/> Disagree Reviewer Name: _____ Reviewer Initials: _____ Date: _____	<input type="checkbox"/> Concur <input type="checkbox"/> Disagree Reviewer Name: _____ Reviewer Initials: _____ Date: _____

Definitions:

Software as a Solution (SaaS) - Software-as-a-Solution (SaaS) as used in this document is defined as the capability provided to the purchaser to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Infrastructure – A combined set of hardware, software, networks, facilities, etc., in order to develop, test, deliver, monitor, control or support IT services

Infrastructure as a Solution (IaaS) - Infrastructure-as-a-Solution (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the purchaser is able to deploy and run arbitrary software, which can include operating systems and applications. The purchaser does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

Platform as a Solution (PaaS) - Platform-as-a-Solution (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure purchaser-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

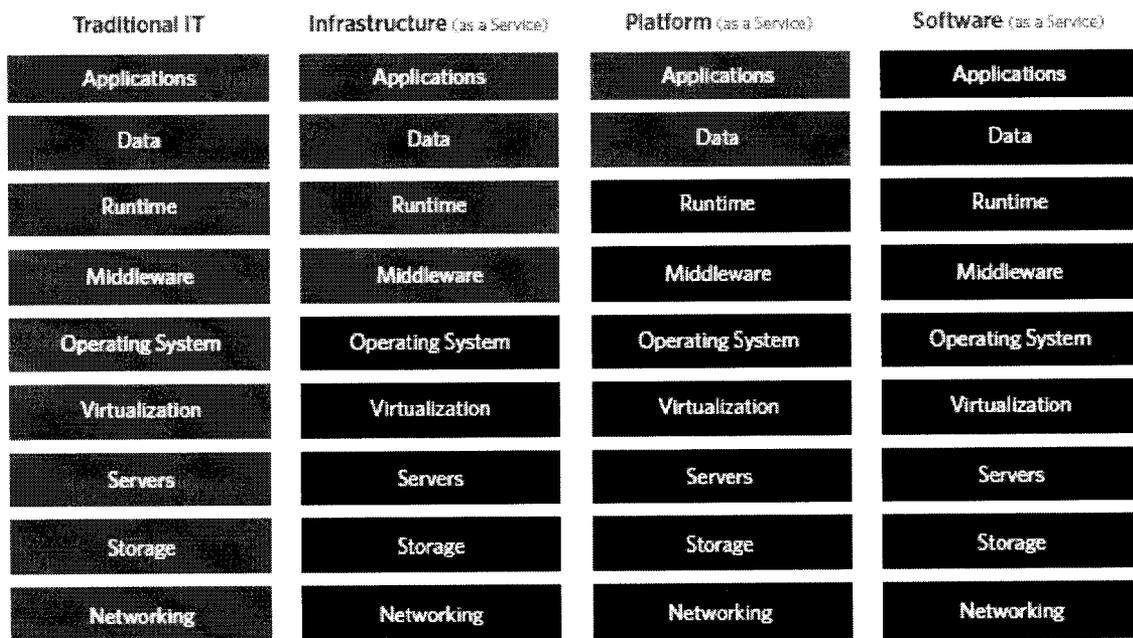
Maintenance - Software licensing purchases typically includes software maintenance which is provided pursuant to a maintenance agreement with the Software Publisher. Maintenance is usually offered in one-

year terms, and may be included with the software solution subscription or an optional add-on purchase. The maintenance agreement typically contains terms that allow the purchaser to acquire minor updates (V.1.1 => 1.2), or major updates (V.1.2 => 2.0), and may also be called Update Insurance, Upgrade Assurance. Software maintenance may also include broad support activities like error correction, enhancements of capabilities, deletion of obsolete capabilities, and optimization.

Operating system - An operating system is the software that manages computer hardware and other computing resources that provides common services for other software computer programs. The operating system is an essential component of the system software in a computer system, usually required allowing application programs to function.

Source Code – A collection of computer instructions written using some human-readable computer language, usually as text. The source code is often transformed by a compiler program into low-level machine code understood by the computer. The machine code might then be stored for execution at the command of a user, owner or operator.

Subscription – The sale of products individually or as a package in which the provider sells use or access to a solution, commonly on a periodic (monthly, yearly, or seasonal) basis. A subscription will define the limitations of use of a solution or collection of solutions, which, for example, may limit access to the software to an individual, a defined group, a set of processors or cores, or some other metric of time (one time only access) basis, as contractually defined.



■ You manage ■ Delivered as a service

Source: Adapted from IDC Government Insights

**RESOLUTION RE: AUTHORIZATION TO PROVIDE FOR THE PURCHASE OF NEW
COMPUTER HARDWARE/SOFTWARE EQUIPMENT FOR THE
SUSSEX COUNTY SHERIFF'S OFFICE AND THE 911 PSAP**

WHEREAS, the Board of Chosen Freeholders have established capital budget so that various computer hardware equipment and system support can be purchased to carry out required County functions in a timely manner; and

WHEREAS, upon recommendation from the Sheriff's Office, three (3) new radio dispatch consoles systems will be installed; one (1) at the 911 PSAP site and two (2) at the backup Sheriff's Office site; and

WHEREAS, the following vendor is an authorized supplier as approved by the Division of Purchase and Property of the New Jersey Department of the Treasury and assigned contract number, thereby affording the County the opportunity of direct purchase without competitive bidding:

Motorola Solutions, Inc.	#83909	\$123,397.80
--------------------------	--------	--------------

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders does hereby authorize the execution of the necessary purchase orders in the approximate total amount of \$123,397.80 (requisition #61316) by the Sussex County Office of Purchasing to permit the purchase of the new computer hardware/software equipment for the Sussex County's Sheriff Office and the 911 PSAP; and

BE IT FURTHER RESOLVED that upon receipt, inspection and approval of voucher therefore by the using agency, payment, pursuant to said purchase order, is hereby authorized with the same to be charged against funds established in the appropriate account for said purpose; and

BE IT FURTHER RESOLVED that the Sussex County Sheriff's Office are authorized to execute said Contract and related Contract documents; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution are available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of August, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

Resolution Summary Other

RESOLUTION RE: AUTHORIZATION TO PROVIDE FOR THE PURCHASE OF NEW COMPUTER HARDWARE/SOFTWARE EQUIPMENT FOR THE SUSSEX COUNTY SHERIFF'S OFFICE AND THE 911 PSAP

Description of Resolution:

This resolution is for authorization to provide for new three (3) new radio dispatch consoles; one (1) at the 911 PSAP site and two (2) at the backup Sheriff's Office site.

This purchase is provided by New Jersey State Contract #83909 with Motorola Solutions, Inc. being a designed dealer/distributor of these services, in the amount of \$123,397.80



State of New Jersey Contract - 83909
RADIO COMMUNICATIONS EQUIPMENT
 Motorola Manufacturer's Representative Proposal

SUSSEX COUNTY
 DIVISION OF INFORMATION TECHNOLOGY
 MCC 7500 IP RADIO DISPATCH SYSTEM
 OPERATOR POSITION EXPANSION

DATE: AUGUST 20, 2015

CUSTOMER #: 1036813758

BILL TO: SUSSEX COUNTY
 135 MORRIS TPK
 NEWTON, NJ 07860

ATTN: ACCOUNTS PAYABLE
 PHONE: 973-579-0850
 FAX: 973-579-7884

SHIP-TO: WIRELESS C&E
 55 LIBERTY STREET
 METUCHEN, NJ 08840

ATTN: SUSSEX COUNTY
 PHONE: 732-826-1000
 FAX:

ULTIMATE
 DESTINATION: SUSSEX COUNTY
 135 MORRIS TPK
 NEWTON, NJ 07860

ATTN: MARK ROZEK
 PHONE: 973-579-0865 EXT 2006
 FAX:

PLEASE SEND PURCHASE ORDER TO:
 VENDOR NUMBER: 11363

VENDOR: MOTOROLA SOLUTIONS, INC.
 C/O WIRELESS C&E
 P.O. BOX 29
 CHESTER, NJ 07930-0029

ATTN: JOHN VILOT
 PHONE: (908) 879-8556
 FAX: (908) 879-8323

E-MAIL: jvilot@wirelessce.com

CONTRACT LINE No.	COMM CODE	MODEL	APC	DESCRIPTION	QTY	LIST PRICE	Ext UNIT PRICE	NJ State Discount	DISC UNIT PRICE	DISC EXTENDED PRICE
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One New MCC 7500 Supervisor Position At PSAP

00001	725-78-081934	B1933	443	MOTOROLA VOICE PROCESSOR MODULE	1	\$11,920.00	\$11,920.00	20.00%	\$9,536.00	\$9,536.00
00001	725-78-081934	CA01642AA	443	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	1	\$12,000.00	\$12,000.00	20.00%	\$9,600.00	\$9,600.00
00001	725-78-081934	CA00140AA	443	ADD: AC LINE CORD, NORTH AMERICAN	1	\$0.00	\$0.00	20.00%	\$0.00	\$0.00
00001	725-78-081934	CA01644AA	443	ADD: MCC 7500/MCC 7100 ADV CONVL OPERATION	1	\$3,000.00	\$3,000.00	20.00%	\$2,400.00	\$2,400.00

PC/Accessories For Supervisor Position At PSAP

00001	725-78-081934	DSE00166	708	ELO 1929LM 19IN LED COLOR MONITOR	1	\$2,463.00	\$2,463.00	20.00%	\$1,970.40	\$1,970.40
00001	725-78-081934	TTT2833	708	COMPUTER Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	1	\$2,950.00	\$2,950.00	20.00%	\$2,360.00	\$2,360.00
00001	725-78-081934	T7449	877	WINDOWS SUPPLEMENTAL TRANS CONFIG	1	\$50.00	\$50.00	20.00%	\$40.00	\$40.00
00001	725-78-081934	TDN9841	708	MOUSE PADS 5 PACK	1	\$70.00	\$70.00	20.00%	\$56.00	\$56.00
00001	725-78-081934	B1912	443	MCC SERIES DESKTOP SPEAKER	2	\$450.00	\$900.00	20.00%	\$360.00	\$720.00
00001	725-78-081934	B1914	443	MCC SERIES DESKTOP GOOSENECK MICROPHONE	1	\$250.00	\$250.00	20.00%	\$200.00	\$200.00
00001	725-78-081934	B913	443	MCC SERIES HEADSET JACK	2	\$200.00	\$400.00	20.00%	\$160.00	\$320.00
00001	725-78-081934	CDN6281	129	BASE WITH PTT SWITCH	2	\$185.00	\$370.00	20.00%	\$148.00	\$296.00
00001	725-78-081934	DSTWIN6328A	708	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISPATCH SYSTEM	1	\$290.00	\$290.00	20.00%	\$232.00	\$232.00
00001	725-78-081934	T7885	708	MCAFEE WINDOWS AV CLIENT	1	\$165.00	\$165.00	20.00%	\$132.00	\$132.00
00001	725-78-081934	DDN1245	229	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)	1	\$2,648.00	\$2,648.00	20.00%	\$2,118.40	\$2,118.40
00001	725-78-081934	DDN2134	229	SOUND BLASTER AUDIGY FX PCIE SOUND CARD	1	\$75.00	\$75.00	20.00%	\$60.00	\$60.00
00001	725-78-081934	CDN6673	708	CREATIVE LABS INSPIRE A60	1	\$46.00	\$46.00	20.00%	\$36.80	\$36.80

Two Additional MCC 7500 Operator Positions At 39 High Street

00001	725-78-081934	B1933	443	MOTOROLA VOICE PROCESSOR MODULE	2	\$11,920.00	\$23,840.00	20.00%	\$9,536.00	\$19,072.00
00001	725-78-081934	CA01642AA	443	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	2	\$12,000.00	\$24,000.00	20.00%	\$9,600.00	\$19,200.00
00001	725-78-081934	CA00140AA	443	ADD: AC LINE CORD, NORTH AMERICAN	2	\$0.00	\$0.00	20.00%	\$0.00	\$0.00
00001	725-78-081934	CA01644AA	443	ADD: MCC 7500/MCC 7100 ADV CONVL OPERATION	2	\$3,000.00	\$6,000.00	20.00%	\$2,400.00	\$4,800.00



State of New Jersey Contract - 83909
RADIO COMMUNICATIONS EQUIPMENT
Motorola Manufacturer's Representative Proposal

SUSSEX COUNTY
DIVISION OF INFORMATION TECHNOLOGY
MCC 7500 IP RADIO DISPATCH SYSTEM
OPERATOR POSITION EXPANSION

DATE: AUGUST 20, 2015

CUSTOMER #: 1036813758

BILL TO: SUSSEX COUNTY
 135 MORRIS TPK
 NEWTON, NJ 07860

ATTN: ACCOUNTS PAYABLE
 PHONE: 973-579-0850
 FAX: 973-579-7884

SHIP-TO: WIRELESS C&E
 55 LIBERTY STREET
 METUCHEN, NJ 08840

ATTN: SUSSEX COUNTY
 PHONE: 732-826-1000
 FAX:

ULTIMATE
 DESTINATION: SUSSEX COUNTY
 135 MORRIS TPK
 NEWTON, NJ 07860

ATTN: MARK ROZEK
 PHONE: 973-579-0865 EXT 2006
 FAX:

PLEASE SEND PURCHASE ORDER TO:
 VENDOR NUMBER: 11363

VENDOR: MOTOROLA SOLUTIONS, INC.
 C/O WIRELESS C&E
 P O BOX 29
 CHESTER, NJ 07930-0029

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CONTRACT LINE No.	COMM CODE	MODEL	APC	DESCRIPTION	QTY	LIST PRICE	Ext UNIT PRICE	NJ State Discount	DISC UNIT PRICE	DISC EXTENDED PRICE
PC/Accessories For Two Additional MCC 7500 Operator Positions At 39 High Street										
00001	725-78-081934	DSE00166	708	ELO 1929LM 19IN LED COLOR MONITOR	2	\$2,463.00	\$4,926.00	20.00%	\$1,970.40	\$3,940.80
00001	725-78-081934	TTT2833	708	COMPUTER Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	2	\$2,950.00	\$5,900.00	20.00%	\$2,360.00	\$4,720.00
00001	725-78-081934	T7449	877	WINDOWS SUPPLEMENTAL TRANS CONFIG	2	\$50.00	\$100.00	20.00%	\$40.00	\$80.00
00001	725-78-081934	B1912	443	MCC SERIES DESKTOP SPEAKER	4	\$450.00	\$1,800.00	20.00%	\$360.00	\$1,440.00
00001	725-78-081934	B1914	443	MCC SERIES DESKTOP GOOSENECK MICROPHONE	2	\$250.00	\$500.00	20.00%	\$200.00	\$400.00
00001	725-78-081934	B913	443	MCC SERIES HEADSET JACK	4	\$200.00	\$800.00	20.00%	\$160.00	\$640.00
00001	725-78-081934	CDN6281	129	BASE WITH PTT SWITCH	4	\$185.00	\$740.00	20.00%	\$148.00	\$592.00
00001	725-78-081934	DSTWIN6328A	708	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISPATCH SYSTEM	2	\$290.00	\$580.00	20.00%	\$232.00	\$464.00
00001	725-78-081934	T7885	708	MCAFFEE WINDOWS AV CLIENT	2	\$165.00	\$330.00	20.00%	\$132.00	\$264.00
00001	725-78-081934	DDN1245	229	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)	2	\$2,648.00	\$5,296.00	20.00%	\$2,118.40	\$4,236.80
00001	725-78-081934	DDN2134	229	SOUND BLASTER AUDIGY FX PCIE SOUND CARD	2	\$75.00	\$150.00	20.00%	\$60.00	\$120.00
00001	725-78-081934	CDN6673	708	CREATIVE LABS INSPIRE A60	2	\$46.00	\$92.00	20.00%	\$36.80	\$73.60
Additional MCN Client Licenses										
00001	725-78-081934	DDN1295	229	MCN SW LIC OPT CLIENT EXPANSION FOR 4 ADDL CLIENTS	1	\$2,765.00	\$2,765.00	20.00%	\$2,212.00	\$2,212.00
System Integration (Engineering, Programming, Installation, Optimization, & Project Management)										
00027	925-36-085646	SCHEDULES I & K	209	SYSTEM INTEGRATION SERVICES	19	\$1,635.00	\$31,065.00	0.00%	\$1,635.00	\$31,065.00
GRAND TOTAL										\$123,397.80

- Notes:
- Terms are Net 30 days, items as shipped.
 - Terms and prices are quoted from the Motorola NJ State Contract 83909.
 - Please see attached proposal document dated August 20, 2015.
 - Sussex County responsible for supplying electrical service, UPS, & grounding systems.
 - Does NOT include removal of existing MCC 5500 dispatch console system. It is recommended that Sussex County maintain the existing MCC 5500 dispatch console as an additional backup dispatch system.

MCC 7500 IP RADIO DISPATCH CONSOLE OPERATOR POSITION EXPANSION



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MOTOROLA SOLUTIONS

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August 20, 2015

Mr. Mark Rozek
Sussex County Division of Information Technology
39 High Street
Newton, NJ 07860

Subject: Proposal for your MCC 7500 IP Radio Dispatch Console Operator Position Expansion

Dear Mr. Rozek:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Sussex County Division of Information Technology ("Sussex County") with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- One new Supervisor MCC 7500 Operator Position at the main PSAP site located at 135 Morris Turnpike.
- Two new MCC 7500 Operator Positions at the backup Sheriff's Office site located at 39 High Street.

This proposal is governed by the terms & conditions of the Motorola New Jersey state contract #83909. Your signed purchase order should be payable to Motorola Solutions, Inc., reference the Motorola New Jersey state contract #83909 and this proposal dated August 20, 2015. Alternatively, Motorola would be pleased to address any concerns Sussex County may have regarding the proposal. Any questions can be directed to your Motorola Manufacturer's Representative, John Vilot at 908-879-8556.

We thank you for the opportunity to furnish Sussex County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

John Vilot
Senior Account Manager
Wireless Communications & Electronics
Motorola Manufacturer's Representative

STATEMENT OF WORK

Motorola is proposing to Sussex County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
PSAP 135 Morris Turnpike	One (1) MCC 7500 Operator Position For Supervisor Includes: One (1) Voice Processor Module (VPM) One (1) PC Workstation Two (2) MCC series speakers One (1) MCC series desktop gooseneck microphone Two (2) MCC series headset jacks Two (2) headset bases with PTT switch One (1) dual pedal footswitch Dual IRR hardware & software One (1) 19" touchscreen LCD monitor (Use existing LAN cabling between Supervisor position and backroom switch).
Sheriff's Office 39 High Street	Two (2) MCC 7500 Operator Positions Includes: Two (2) Voice Processor Modules (VPM) Two (2) PC Workstations Four (4) MCC series speakers Two (2) MCC series desktop gooseneck microphones Four (4) MCC series headset jacks Four (4) headset bases with PTT switch Two (2) dual pedal footswitches Dual IRR hardware & software Two (2) 19" touchscreen LCD monitors Monitoring & Control Network (MCN) client expansion for four additional clients (for voting display). Use existing LAN cabling runs between the two new MCC 7500 operator positions and existing backroom switch. It is recommended to keep the existing MCC 5500 dispatch console system in service as a backup means of dispatching. This proposal does NOT include the cost of removing the existing MCC 5500 dispatch console system but pricing for such removal can be quoted upon request.

The document delineates the general responsibilities between Motorola and Sussex County as agreed to by contract.



1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with Sussex County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Assemble and prepare system for installation.
- Cut-over from old to new system as pre-arranged.

1.2 SUSSEX COUNTY DIVISION OF INFORMATION TECHNOLOGY RESPONSIBILITIES

Sussex County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Sussex County general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain the frequencies necessary to support the system design. Provide approved FCC licensing as required.
- Make any necessary site improvements to meet R56 standards.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Sussex County vendors or other contractors.
- Remove, relocate or dispose of obsolete communications equipment as required.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- No box level or performance spec testing will be conducted.
- This quote does not include considerations for any site specific installation requirements, including but not limited to:
 - HVAC
 - Floor Loading
 - Power sourcing/loading
 - Breaker panel availability
 - Surge suppression, beyond that provided by Motorola for new equipment
- All power/HVAC will be provided by the customer:
- Equipment power is to be 120V AC
- The customer will provide a connection to the building grounding system at each operator position.
- All existing sites or equipment locations will have sufficient space available for the system described.
- Motorola is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences.
- Motorola has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
 - Computer Aided Dispatch (CAD)
 - Telephone Interconnect
 - Exceptions: Motorola will connect and test the MCC 7500 call director interface to the Solacom phone system, assuming Solacom supplies Motorola with the same dry contact closure solution implemented with the first four operator positions. Regarding the logging recorder interface, NICE has indicated no special arrangements need to be made since only operator positions are being expanded and not new conventional channels.



- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No lifecycle services have been included.

SYSTEM DESCRIPTION

2.1 MCC7500 DISPATCH CONSOLE

2.1.1 MCC7500 Overview

The Motorola MCC 7500 Dispatch Console is Motorola's mission critical IP high-tier radio dispatch console system. The MCC 7500 dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows® operating system, utilizing the industry standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time, and allow dispatchers to manage information more productively.

2.1.2 MCC7500 System Benefits and Features

The MCC 7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500 include the following:

- The intuitive, easy to use Graphical User Interface (GUI) *enhances dispatchers' efficiency and accuracy.*
- *Software-based upgrades* facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because *console positions function without backroom electronics.*
- Console *configuration is performed at centralized Network Management clients, and changes are automatically distributed,* which saves valuable technician and administrator time.
- Offers *robust service logs that contain real-time information* to facilitate maintenance activities.
- *Conventional audio can be transported over the IP network,* which eliminates the need for channel banks or a separate circuit-switched network.

2.2 ARCHITECTURE

Motorola's MCC 7500 Console Subsystem consists of the following components:

- MCC 7500 Dispatch Console Positions

In addition, there are two software programs that comprise the MCC 7500 dispatch position– the Elite Dispatch graphical user interface (the dispatching software used to operate the dispatch position) and the Elite Admin application (the administrative software used to define the layout of the Elite dispatch screens).

Various combinations of these components are connected together and to the rest of the ASTRO 25 system via console site routers and switches on an IP network (Figure 2-1).



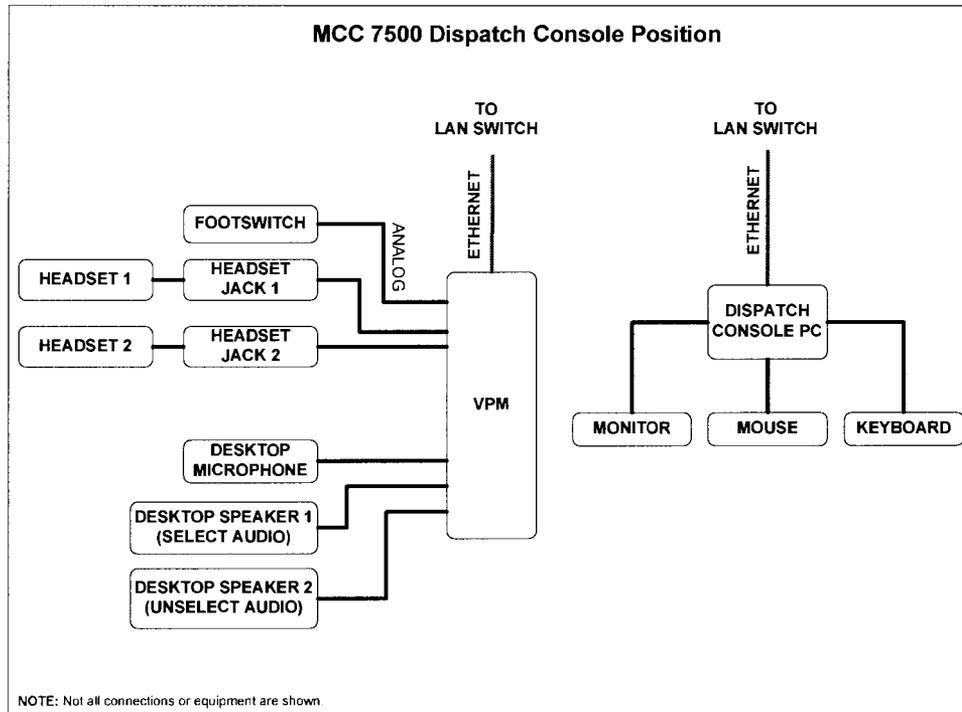


Figure 2-1: Motorola MCC 7500 Dispatch Console Hardware Architecture

The following section of the system description contains descriptions of the above components.

2.2.1 MCC7500 Dispatch Console Position

The proposed Motorola Solutions hardware includes the following equipment at each of the MCC 7500 dispatch positions:

- One (1) Motorola-Certified Personal Computer with keyboard and mouse
- One (1) 19-inch LCD touch screen monitor
- One (1) Voice Processor Module (VPM)
- One (1) Desktop Gooseneck Microphone
- Two (2) Headset Jacks
- Two (2) Desktop Speakers
- One (1) Dual Pedal Footswitch
- Two (2) Headset Base with PTT switch
- One (1) Dual Instant Recall Recorder

Headset tops have not been included and will need to be provided by the customer.

This section of the system description contains descriptions of the above components.

The three (3) dispatch positions will be loaded with software certified with the ASTRO 25 System Release. Figure 2-2 shows a typical operator position.

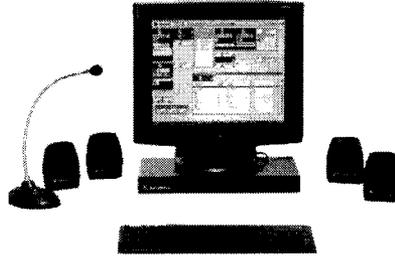


Figure 2-2: MCC 7500 Typical Operator Position

Personal Computer (PC)

The VPM-based dispatch console uses an off-the-shelf personal computer running the Microsoft Windows operating system. The PCs used in ASTRO 25 systems have a minitower form factor and come with a keyboard and mouse. A variety of monitors are supported, including both touch and non-touch operation.

The proposed system includes a certified workstation with a 19" Touch Screen Monitor per position.

The model computer being proposed will be capable of operating the ASTRO 7.13 software platform.

Voice Processing Module (VPM)

The VPM connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. The VPM performs the digital-to-analog and analog-to-digital conversions for all analog audio flowing into or out of the dispatch console. The VPM provides all the audio processing services for the VPM-based dispatch console. The VPM is capable of providing encryption/decryption services. The voice card within the VPM provides the vocoding and audio processing services for the dispatch console. It is capable of supporting IMBE vocoder algorithms for ASTRO 25 operation, as well as supporting audio level adjustments, summing, and filtering, and can support multiple simultaneous streams of audio.

The VPM is designed so it can be mounted in furniture, placed on top of a writing surface, or mounted in an EIA 19 inch rack. It is also capable of supporting monitors weighing up to 80 pounds (36 kg) standing on top of it. The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

The VPM provides the connections for the following items:

- One desktop microphone
- Two headset jacks
- Eight desktop speakers (four speakers max supported in 7.8 and earlier releases, eight speakers max supports in 7.9 and later releases)
- One logging recorder port
- One radio instant recall recorder
- One telephone instant recall recorder (supported in a future release)
- One external telephone set
- One external paging encoder (for analog resources only)
- One footswitch
- One generic transmit audio input

The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

Figure 2-3 shows the hardware architecture of the Motorola MCC 7500 Dispatch Console.

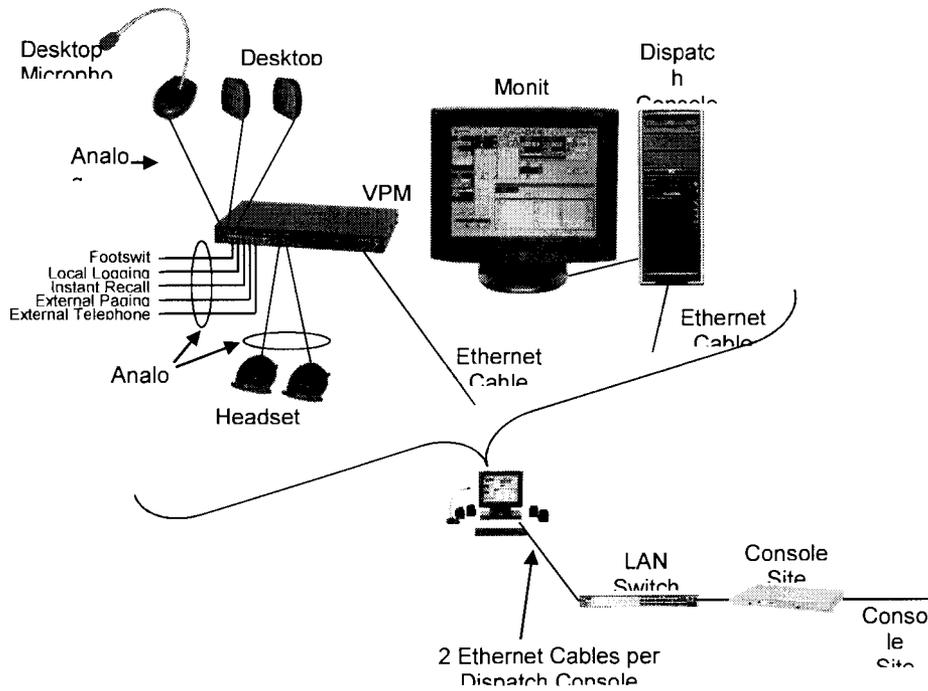


Figure 2-3 Motorola MCC7500 IP Dispatch Console hardware Architecture (with VPM)

Further details on the various dispatch equipment are provided below.

Desktop Microphone

The MCC 7500 Dispatch Console is capable of supporting a single Desktop Gooseneck Microphone. The Desktop Gooseneck Microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a desktop gooseneck microphone per dispatch position.

Headset Jack

A dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatcher to use a headset while operating the dispatch console. The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack allows customers to use headsets which both decrease the ambient noise in a control room and reduce the effect of any ambient noise on console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatchers to hear received audio more clearly.

The proposed system includes two headset jacks and two headset base with PTT per dispatch position. Headset tops are not included.

Desktop Speaker

A dispatch console is capable of supporting up to Desktop Speakers through which audio is presented to a dispatcher. Each speaker on a dispatch console contains unique audio; that is an audio source cannot appear in multiple speakers at a single dispatch console.

The speaker is a self-contained unit which may be placed on a desktop, mounted in a rack/furniture, mounted on a wall or mounted on a computer monitor. It contains an amplifier which provides 2 Watts of power maximum. Power for the speaker is obtained from the VPM via its interconnect cable. A mounting bracket is included with the speaker.

The speaker provides the user with a continuous volume control knob. This serves as a master volume control for all the audio which appears in the speaker. When the user adjusts this volume control, all the audio in the speaker is increased or decreased by the same amount.

The proposed system includes two desktop speakers per dispatch position.

Footswitch

The dispatch console is capable of supporting a single footswitch. The footswitch allows a dispatcher to access the General Transmit feature or Monitor feature without using his/her hands. This is useful in situations where the dispatch console user's hands are not free for activating those features. The footswitch can contain either one of two pedals. If a footswitch with one pedal is used, the pedal controls the General Transmit feature. If a footswitch with two pedals is used, one pedal controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a two pedals footswitch per dispatch position.

A description of the additional ports available on the VPM is provided below.

Telephone/Headset Port

The Telephone/Headset Port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and the telephone set. The port provides the following inputs and outputs:

- A balanced 600 Ohm analog audio output containing the headset's microphone audio.
- A balanced 600 Ohm analog audio input for the external telephone's received audio.
- An input buffer for the Off Hook signal from the external telephone.
- An input buffer for an Auxiliary Jack Sense signal from the external telephone.

When the dispatch console senses a dry closure on the Off Hook input buffer, it removes the selected radio audio from the headset earpiece and puts it back in the appropriate speaker(s). It then routes any audio appearing at the Telephone/Headset Port's audio input to the headset earpiece. It also routes headset microphone audio to the Telephone/Headset Port's audio output. This allows the dispatch console user to communicate hands-free on the telephone set.



When the dispatch console senses a dry closure on the Auxiliary Jack Sense input buffer, it ignores any closures on the Off Hook input buffer. This causes the headset to work with the radio system instead of the external telephone system. This allows the dispatch console headset to be used for radio operations when another person is staffing the telephone set.

If the dispatch console user transmits on any radio resources while the Off Hook signal is active, the headset microphone is re-routed to the radio system for the duration of the transmission. When the transmission is ended, the headset microphone is routed back to the Telephone Headset Port's audio output. The headset earpiece audio routing is not changed during the transmission, so the dispatch console user can still hear the telephone's received audio.

The Telephone/Headset Port allows a dispatch console user to use a single headset to communicate on both the radio system and a telephone system (e.g., a 911 system).

External Paging Encoder Input

The MCC7500 VPM at each operator position features an input for an external paging encoder. This port is used in cases where the customer may wish to implement a third-party paging encoder to be used in conjunction with or alternate to the integrated paging encoder.

Instant Recall Recorder Port (for Radio)

The Instant Recall Recorder Port (for Radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an RJ45 connector with a balanced, 600 Ohm analog audio output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

If transmit audio is desired for the instant recall recorder, the Long Term Logging Port may be used instead of the Instant Recall Recorder Port. Both outputs have the same electrical characteristics; only the content of the audio is different. No playback speaker input or recording control line output are provided on the port.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded.

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60 minutes) and is easily played back by the dispatch console user. This allows the dispatch console user to replay received audio, which the user may have missed.

Long Term Logging Port

Long term, console-specific audio recording is a mechanism used to record a portion of the inbound and outbound audio present on a specific dispatch console. This is historically done by providing a logging port at the dispatch console, and wiring that port to a track of an audio recording device. The recordings are then archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The Long Term Logging Port allows an external logging recorder (customer provided) to be connected to a dispatch console. The port provides an RJ45 connector with a 600 Ohm balanced analog output. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. This configuration is done as part of configuring the dispatch console at the radio system's network manager. The long term logging port can be configured to log any combination of these audio sources:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- Tones generated by an external paging encoder.

Please note that this output may be used with an instant recall recorder as well as a long term logging recorder.

Software Based Dual Instant Recall Recorder

The Dual Instant Recall Recorder (IRR) software (CD format) allows users to record the audio from two different sources (e.g., radio and telephone), digitally on a personal computer (the software can also be configured to operate as a single channel IRR). The system uses an individual PC where the recording files are stored on the PC's hard drive. The Instant Recall Recorder keeps a database of all recordings, which allows for convenient "point and click" search and playback of any recordings. Once the software is installed on your PC, the functions are controlled through a Graphical User Interface (GUI) icon.

In addition, the Instant Retrieval Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback (which allows the user to playback more than one recording at the same time), and real time audio monitor (which allows the user to listen to the last ten minutes of a recording in progress without being required to stop recording to be able to listen).

The Instant Retrieval window allows the user to immediately access the recordings. The Instant Retrieval window initially opens on the newest recordings, but allows access to any recordings on the system. The recording can also be saved to the .WAV file that the user specifies. This is useful if the user wants to save a specific recording to a CD or hard disk.

The proposed system includes IRR at each dispatch position with a set of PC speakers.

2.2.1.1 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

An example of the Elite Dispatch GUI is shown in Figure 2-4.



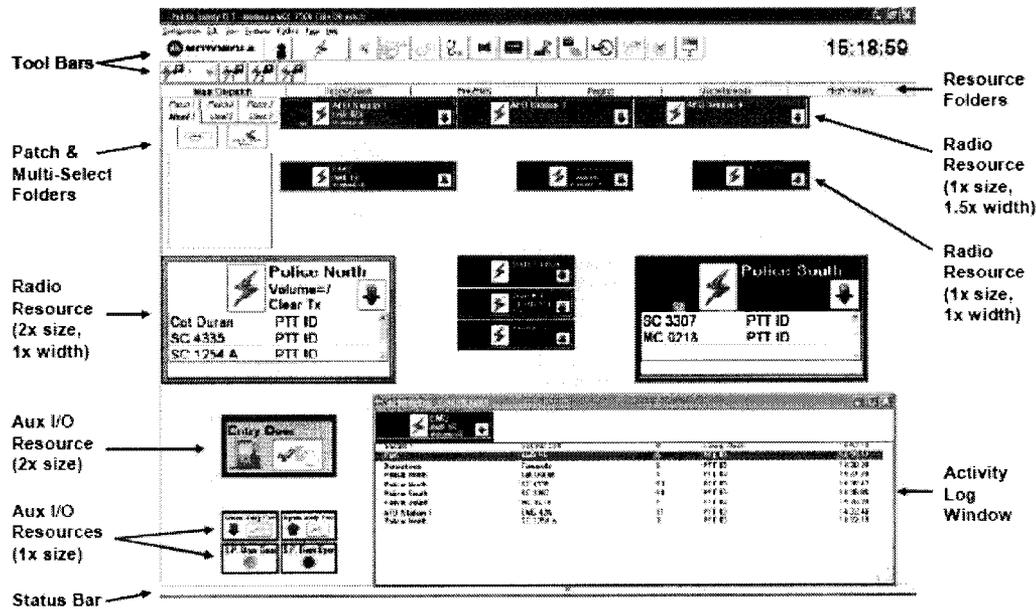


Figure 2-4: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has caused Windows-based applications. These features are described in greater detail in the following sections.

2.2.1.1.1 Pull-Down Menus

The dispatcher is able to access features and functions through the pull-down menus. The Elite Dispatch GUI provides the following pull-down menu on a menu bar across the top of the dispatch window.

- **Configuration** – Provides access to the configuration files used by the Elite Dispatch GUI. Also allows the dispatch application to be exited.
- **Edit** – Allows various aspects of how audio, resources and features are presented to the user on the Elite Dispatch GUI to be edited. Changes made using this menu are not permanent and are lost when the dispatch application is exited. Also provides access to an on-screen keyboard for use when a hardware keyboard is not available.
- **View** – Allows the dispatcher to control whether or not the Activity Log, Auxiliary I/O and Inbound Event Display Windows are shown.
- **Features** – Provide access to various features of the dispatch console. Note that some of these features may also be available via buttons on the GUI if so configured. Also allows the System Status Window to be viewed, Tool Tips to be hidden and/or the Status Line to be cleared.
- **Folders** – Allows the dispatcher to switch between folders, add folders and delete folders. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **Help** – Provides access to detailed online help for using the Elite Dispatch GUI and information about the Motorola MCC7500 application software.

The user may customize which menus are displayed and what they contain via the Elite Admin application.

2.2.1.1.2 Tool Bars

Up to two tool bars may be present across the top of the dispatch window and may be used to provide quick access to frequently used features. The following are examples of the items which may be placed in the tool bars:

- Clock
- General Transmit Button
- Monitor Button
- All Mute Button

There are many other items which may be placed in the tool bars. The Elite Admin application is used to define how many tool bars are displayed and what they contain.

2.2.1.1.3 Status Bar

A status bar is provided across the bottom of the dispatch window for viewing the status of the dispatch console, as well as various error messages. The most current status or error message is displayed in the status bar until cleared by the dispatch console user. The dispatch console user may scroll through the last ten statuses and error messages to view them and may clear them by using the Features menu on the menu bar.

2.2.1.1.4 Resource Folders

The Elite Dispatch GUI provides up to twenty resource folders for organizing the various resources (radio resources, auxiliary input/output resources, etc.) which are assigned to the dispatch console. These folders may be given descriptive names to simplify the organization of the resources.

The resources on a folder are displayed when the dispatch console user clicks on the folder tab. Resources on folders which are hidden behind the one being displayed continue to operate in a normal manner. Radio resource audio on a hidden folder appears in the appropriate speakers/headsets along with a visual call indication on the folder tab. If an emergency alarm or call is received on a radio resource which is located on a hidden folder, a visual emergency indication is displayed on the folder tab along with the normal emergency audible indication. If both emergencies and calls are being received on resources on a hidden folder, both icons will be displayed on the folder tab.

A resource may be placed on more than one folder at the same time. This allows users to create folders for special situations without having to move resources back and forth between folders. A resource may be displayed in different ways (compressed or expanded) or in different widths or sizes on different folders.

The Elite Admin application is used to configure how many folders appear on the Elite Dispatch GUI and which resources appear on each folder. It is also used to put descriptive names on the folder tabs.

During dispatch operations the dispatch console user may, if so configured by the Elite Admin application, be able to add, remove or move resources on the folders. If this is done, these changes are not saved if the user logs out of or changes configuration files for the dispatch application.



Radio Resources

Voice communication paths in the radio system are represented as radio resources – also referred to as tiles – on the Elite Dispatch GUI. These radio resources are used by the dispatch console user to communicate on and control the radio system.

The following radio resources are supported:

- Trunked Talkgroups
- Trunked Announcement Groups
- Trunked Private Calls
- Analog Conventional Channels
- ASTRO 25 Conventional Channels
- MDC 1200 Conventional Channels
- ACIM Link Based Console Channels

Radio resource tiles are highly configurable and can be customized to meet customer needs. The following aspects of a radio resource tile can be configured:

- Form factor (compressed, larger compressed or expanded)
- Width and Height
- Magnification (1x, 2x or 3x)
- Background color
- Border color
- Which controls and indicators are displayed on the tile
- Location of controls and indicators on the tile
- Which icons are displayed on the controls and indicators

Indicators and Controls

A radio resource contains indicators and controls that allow the dispatch console user to monitor and control various aspects of the radio channel. Examples of the indicators and controls which may appear on a radio resource include:

- Instant Transmit Button
- Transmit Active/Transmit Busy Indications
- Patch Active/Patch Busy Indications
- Received Call Indication
- Received Call Stack
- Individual Volume Control

The types of indicators and controls which appear on the radio resource depend on the type of radio channel it represents, and how it has been configured in the Elite Admin application. The radio resource may be configured to always show the indicators and controls or to allow the dispatch console user to hide them when not in user to save space on the screen.. The icons used on the indicators and controls can be configured in the Elite Admin application to suite the customer's needs.

- **Compressed Resource** – Allows the dispatcher to hide the indicators and controls (Figure 2-5). Notice the small arrow button which allows the resource to be opened and closed to show the controls and indicators. This saves a tremendous amount of space on the screen by allowing the dispatcher to view only the most critical information for any given channel. This type of display is ideal for dispatchers monitoring several different channels where space in the resource folder is at a premium.

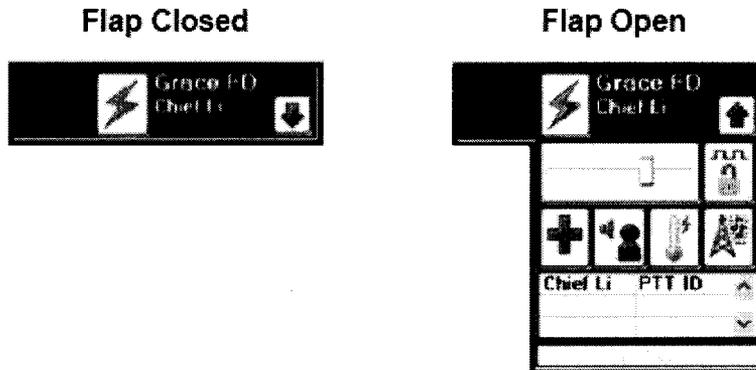


Figure 2-5: Compressed Radio Resource

- **Larger Compressed Resource** – Allows the dispatcher to always show some of the indicators and controls, and hide some of the others (Figure 2-6).

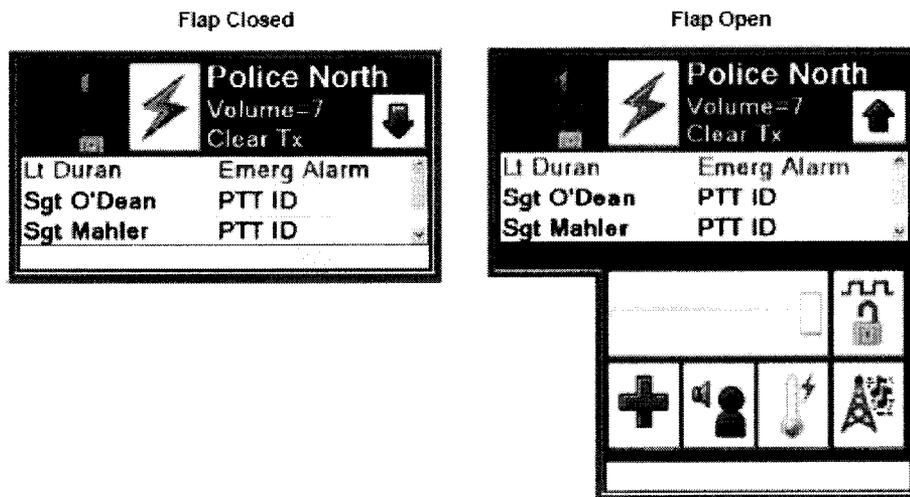


Figure 2-6: Larger Compressed Radio Resource

- **Expanded Resource** – Allows the dispatcher to always shows the indicators and controls (Figure 2-7) and cannot be compressed. Note there is no arrow button on the resource. The expanded version provides the advantage of a single-button press for any function. It is ideal for dispatchers who are only monitoring a few channels/talk groups and where space in the resource folder is not at a premium.

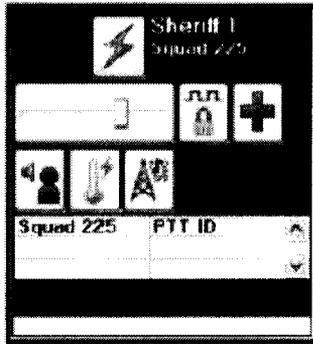


Figure 2-7: Expanded Radio Resource

Full parallel status for radio resources is reflected across all the dispatch consoles which have these radio resources assigned on them regardless of how they are displayed (compressed, larger compressed or expanded). That is, any activity or change on a radio resource appears on all dispatch consoles which have that resource assigned to them.

Received Call Stack

The received call stack provides the dispatcher with a visual record of the most recent inbound calls on radio resources. This allows the dispatcher to keep track of calls during busy traffic periods.

Outbound calls on radio resources from dispatch consoles (both the dispatch console containing the received call stack or parallel dispatch consoles) are not shown in the received call stack.

The calls are displayed in list format on a radio resource, with the most recent calls at the top of the list. Unacknowledged emergency alarms are kept at the top of the stack until they are acknowledged. Once they are acknowledged, they will scroll down the stack as new entries come in.

The number of calls displayed in the list is configurable, as is the type of information displayed. The types of information that can be displayed are: unit ID, unit ID alias, site ID, zone ID, type of call and time. If an alias is available for a piece of information, it is displayed; otherwise the raw information is displayed. Figure 2-8 shows a radio resource containing a received call stack.

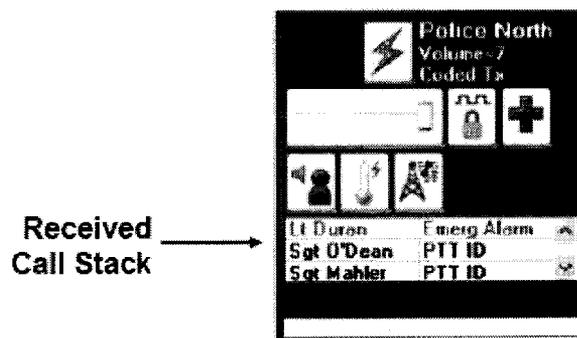


Figure 2-8: Received Call Stack on a Radio Resource

The received call stack provides a quick way for a dispatch console user to respond to calls in the stack. A right mouse click on an entry in the stack will display a submenu of actions that can be

taken, such as Send Call Alert or Acknowledge Emergency Alarm. A left mouse click on the right hand column of the stack will toggle the information displayed between the type of call, time of the call, zone ID and site ID. Hovering the cursor over an entry in the stack will pop up a small window with a summary of the information for that entry. The received call stack is configurable on a per-resource per-console basis, so a resource on one dispatch console can have it while the same resource on another dispatch console does not have it.

The received call stack has a fixed memory of 25 calls, but the number of calls which are displayed is configurable via the Elite Admin application. The number displayed may be set anywhere from 3 to 24 calls in increments of 3. Regardless of how many calls are actually displayed, the dispatcher can always scroll through all 25 calls in the stack's memory.

Stack display size is configured on a per radio resource per dispatch console basis. That is, each resource on a dispatch console may have different sized stack displays and the same resource on different dispatch consoles may have different sized stack displays.

The dispatcher can delete individual calls from the received call stack. All of the calls listed in a received call stack can also be deleted with a single action.

Three Line Display

The three line display can be placed on a radio resource to provide three lines in which information can be displayed. These lines are in addition to the two lines that come standard on the resource tile. Multiple instances of the three line display can be placed on a resource tile to provide even more lines if needed. They may be placed in different locations on the resource tile to meet the needs of different customers.

Each line can be individually configured to display one of the following.

- Blank
- Channel Marker
- Priority Select
- Site
- Status/Message
- Transmit Mode
- Unit ID
- Unit ID Alias
- Volume
- Zone
- Customer-defined fixed text

Figure 2-9 shows an example of a three line display.

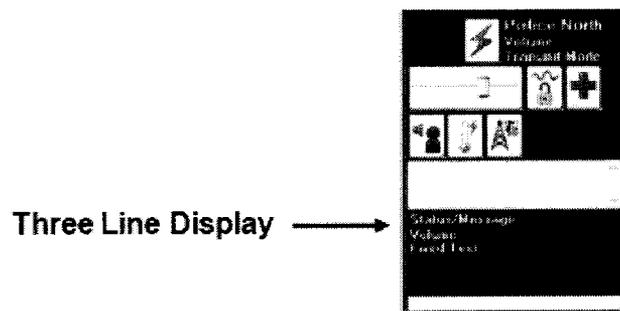


Figure 2-9: Three Line Display on a Radio Resource

2.2.1.1.5 Auxiliary Input and Output Resources

Control relays and input buffers are represented as auxiliary input and output resources on the Elite Dispatch GUI. These auxiliary input and output resources are used by the dispatch console user to monitor the state of input buffers and monitor/control the state of control relays. Auxiliary inputs and outputs (Aux I/Os) allow users to control external devices via relay closures and sense the state of external devices via input buffers from the MCC 7500 Dispatch Console.

The auxiliary input and output resources are represented by various graphical icons which change their appearance based on the state of the resource. The particular icon which is associated with an input or output is configured by the Elite Admin application. The background color of auxiliary input and output resources can also be configured in the Elite Admin application.

Examples of some of the icons and background colors which may be used are shown in

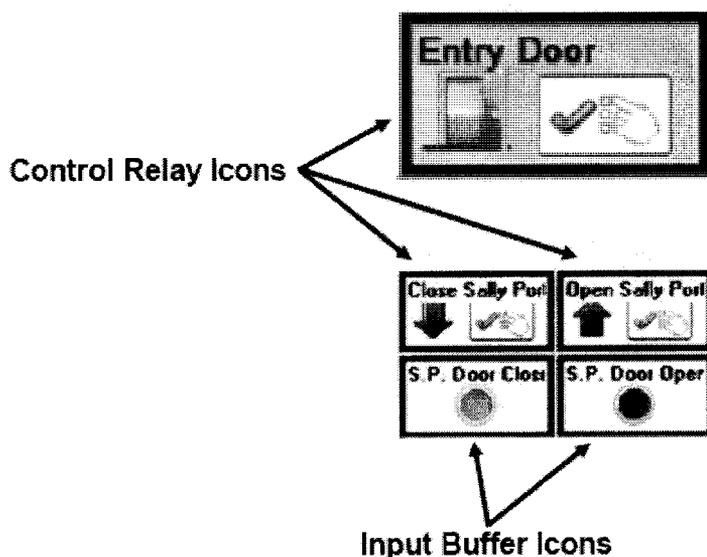


Figure 2-10: Auxiliary Input/Output Resource Icons

Auxiliary input and output resources may be grouped together so that they can be moved or assigned/de-assigned as a group. This is useful for situations where the auxiliary input output resources are being used to interface to comparators or other devices which require multiple control relays or input buffers.

Full parallel status for auxiliary inputs and outputs is reflected across all the dispatch consoles which have the auxiliary inputs and output resources assigned on them. That is, if an auxiliary input or output changes state, the change of state is reflected on all the other dispatch consoles which have that auxiliary input or output assigned on them.

2.2.1.1.6 Patch and Multi-Select Folders

The patch and multi-select features are accessed via a set of dedicated folders on the Elite Dispatch GUI. These folders are smaller than the resource folders, and may be placed on the screen to suit the

dispatcher's preferences. The placement is done in the Elite Admin application. There can be up to sixteen patch folders and three multi-select folders.

Patch Folders

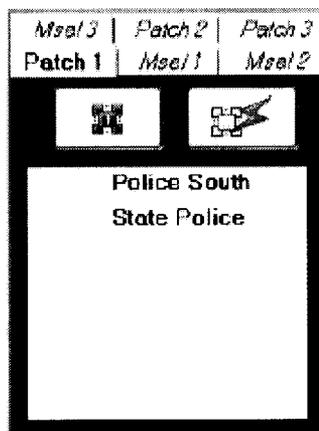


Figure 2-11: Patch Folder

Clicking on one of the patch folder tabs brings it into view. The patch group is then opened by clicking on the left-most button on the folder. Once the patch group is open, the patch group is editable and members may be added or removed from the patch group by clicking on the desired radio resources. Note that patch groups are active whenever there are members assigned to them. This is true even if the patch group is not open.

The members of the patch group are shown on the patch folder along with the status of each member (patched or pending). The resources in the patch also show an indication that they are in a patch group.

Some patch groups contain members which were pre-assigned by the Elite Admin application. These patch groups become active as soon as possible after the dispatch console begins using the configuration file which contains the pre-assigned patch groups. The dispatcher can add/remove members from the pre-assigned patch group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

A patch transmit button is provided on the patch folder to allow the dispatcher to easily transmit on all members of the patch group with a single button press. Figure 2-11 shows an example of a patch folder containing some radio resources.

Multi-Select Folder

Clicking on one of the multi-select folder tabs brings it into view. The multi-select group is then opened by clicking on the left-most button on the folder. Once the multi-select group is open, the multi-select group becomes active, and members can be added or removed from the group by clicking on the desired radio resources. Closing the multi-select folder (by clicking on the left-most button a second time) deactivates the multi-select group.

Note: This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups simultaneously active.

The members of the multi-select group are shown on the multi-select folder.

Some multi-select groups contain members which were pre-assigned by the Elite Admin application. The dispatcher can add/remove members from the pre-assigned multi-select group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file. Pre-assigned multi-select groups can also be configured via the Elite Admin application to be "locked". When configured this way, the dispatch console user cannot edit the multi-select group.

Figure 2-12 shows an example of a multi-select folder containing some radio resources.

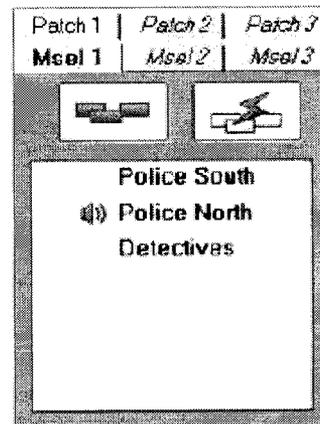


Figure 2-12: Multi-Select Folder

2.2.1.1.7 Activity Log Window

The dispatcher can use the activity log window as a point of reference for all calls coming into the dispatch console. The activity log shows call information associated with all incoming radio calls such as the name of the radio resource and the time of the call. Incoming calls from all radio resources assigned to the dispatch console are displayed in the activity log.

Figure 2-13 shows an example of an activity log window.

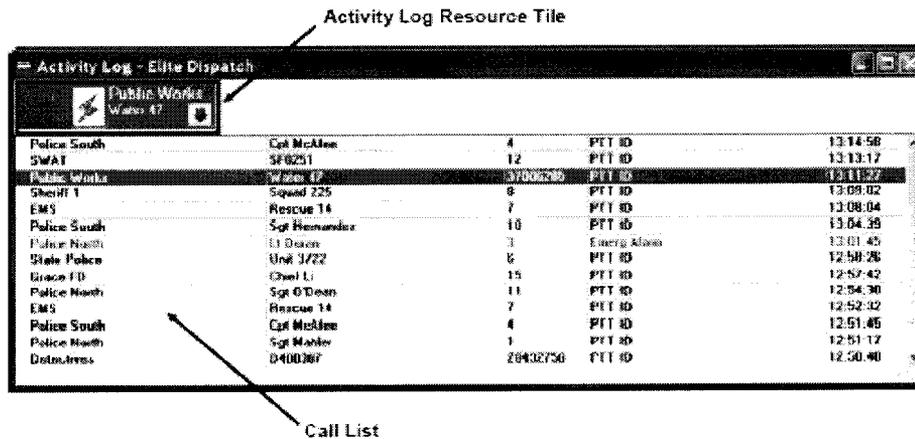


Figure 2-13: Activity Log Window

Up to 1000 calls can be held in the activity log. The most recent call is in top of the list and the oldest is at the bottom. Once the list is filled, the oldest calls are discarded as new calls come in. the dispatcher may resize the activity log to show various numbers of calls. For example, when there is light activity, the dispatcher may choose to only show a few calls. During busy hours, the dispatcher may view more calls by simply dragging the lower right hand corner of the activity log (making it longer) to see additional calls.

Dispatchers may respond to incoming calls simply by clicking on a call in the list. When this is done, the entry appears highlighted and the name of the radio resource appears at the top of the activity log. The dispatcher can then press the instant transmit button on the activity log resource tile to communicate with that radio resource.

The information displayed by the activity log can be customized to suit the dispatcher's needs. The activity log can be configured to show combinations of Resource Name, Unit ID or Alias, Status Number or Alias, Receiving Site ID, Receiving Zone ID and Time. This configuration is done via the Elite Admin application and, if so configured, via the dispatcher interface.

There are two levels of control over whether or not the activity log is displayed on a dispatch console. The first level is via the Elite Admin application which controls whether or not a dispatch console has the capability of displaying the activity log. The second level is via the dispatch console user interface where the dispatch console user can choose to view or not view the activity log. Note that if the dispatch console has not been given the capability of displaying the activity log, then the dispatch console user cannot see the activity log at all.

The number of lines that are initially displayed by the activity log is configurable via the Elite Admin application or the dispatcher interface. The number of lines that are displayed may also be changed in real time by changing the size of the activity log window using standard Microsoft Windows resizing

techniques. The user can scroll through all the entries in the activity log, even if they cannot all be displayed at once.

The information listed in the activity log can be stored in a text file on the dispatch console's hard disk. The size of the text file can be specified to be between 1 MByte and 20 MBytes. When the file fills up, new data overwrites old data beginning with the oldest data. All data associated with a call is logged to the file, regardless of what portion of the data is actually shown in the activity log window.

2.2.1.1.8 Help

The dispatch console is designed to allow the dispatcher to quickly access information on how to use its features. This help is available right on the dispatch console graphical user interface. There are three types of help available to the dispatcher: Online, Micro and Tool Tips.

Online Help

Online Help provides detailed information on how to use the dispatch console. The user accesses Online Help via the Help menu on the menu bar. The user can search for topics or key words to quickly find the desired information or the user can use a table of contents to find the information. The information is displayed in a pop-up window on the dispatch user interface.

Online Help allows new dispatchers to shorten their learning curve and more experienced dispatchers to quickly remember how to operate seldom-used features.

Micro Help

Micro Help provides information about the state of controls or indicators in a resource tile. When the cursor is placed over a control or indicator on a resource tile, a description of the control or indicator's state is given across the bottom of the resource tile. Figure 2-14 shows micro help text on a radio resource. The text across the bottom of the resource describes the icon the cursor is pointing to.

The text displayed by the Micro Help feature may be edited via the Elite Admin application.

Micro Help allows a dispatcher to view the status of a control or indicator textually instead of graphically.

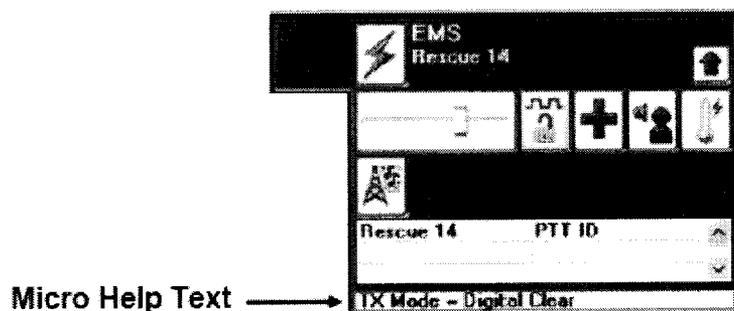


Figure 2-14: Micro Help on a Radio Resource

Tool Tips Help

Tool Tips Help provides information about tool bar buttons and menu bar menus to the dispatcher. When the cursor is placed over a tool bar button, the button's name appears in a small pop-up window next to the cursor, and a short explanation of the button appears in the status bar at the bottom of the dispatch user interface window. When the cursor is moved across a menu item in a menu, a

description of the menu item appears in the status bar at the bottom of the dispatch user interface window.

The text displayed by the Tool Tips feature may be edited via the Elite Admin application.

Tool Tips allow a dispatcher to quickly see a short explanation of the button or menu item of interest.

2.2.1.2 Elite Admin Application

The Elite Dispatch GUI screens are configured using the Elite Admin application. This application is designed to be extremely flexible. It allows the administrator to make the screen look very simple with minimal icons and channels, or more sophisticated with many folders and channels.

The Elite Admin application allows supervisors to create screens that can be used by multiple dispatchers (accessed over the network) or even a customized screen per dispatcher. Each screen configuration may be password protected to ensure proper use and control. All of the screen configurations are stored on the server. Once the screens are downloaded to a particular dispatch position, the configuration is run independently from the server and LAN.

Through the Elite Admin application, the supervisor can perform functions including:

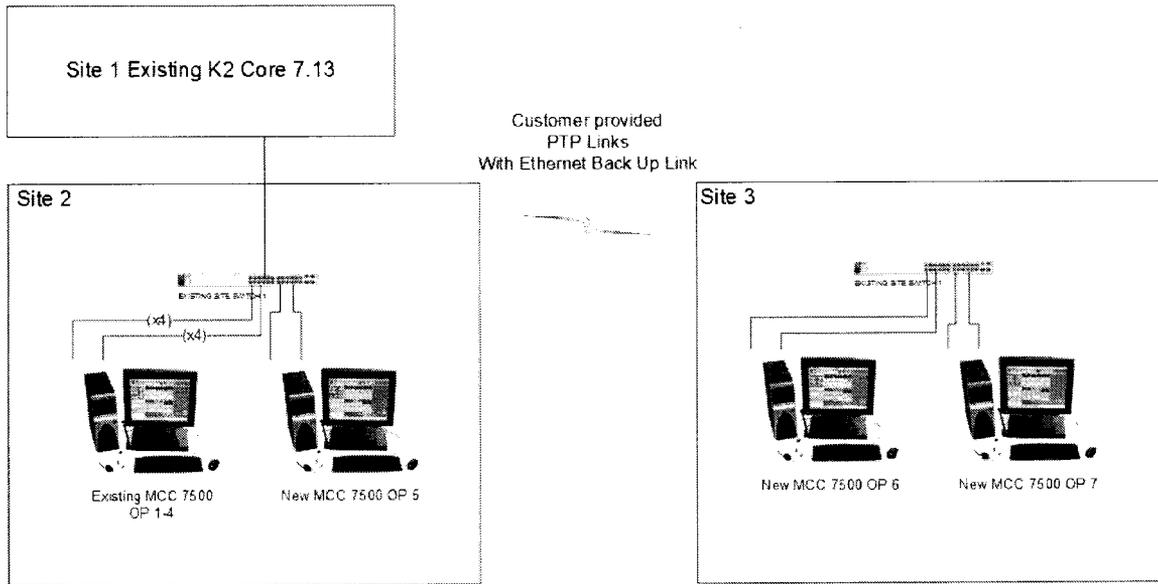
- Create new configurations (for any dispatcher).
- Modify existing configurations
- Save configurations
- Determine how many toolbar(s) and where on the toolbar(s) they should go
- Determine the number of resource folders
- Determine the number of patch/multi-select folders
- Name the resource folders and patch/multi-select folders
- Determine the location of patch/multi-select folders
- Determine the height of patch/multi-select folders (e.g., taller if there are many members in the groups)
- Create pre-assigned patch/multi-select groups
- Determine if dispatchers have the ability to assign and deassign resources
- Determine if the activity log is shown initially and where on the screen it is shown (dispatchers may still hide or show the activity log)
- Assign/deassign radio and auxiliary input/output resources to various folders
- Determine location of radio and auxiliary input/output resources in the folders (dispatchers may temporarily change the locations by dragging and dropping the resources)
- Determine where features are placed on each radio resource
- Modify the icons used for resource features
- Add a safety switch on radio resources
- Determine the size of each radio resource (compressed, larger compressed or expanded)
- Determine border color for each radio resource
- Determine audio routing of resources to speakers
- Determine whether selected radio audio stays in a speaker or moves to a headset when headsets are used (this is done on a per-resource per-console basis)
- Set initial volume level of each radio resource
- Determine if auxiliary inputs and outputs appear in a separate window
- Determine icons used for auxiliary input and outputs
- Determine if auxiliary outputs are safety switch protected
- Determine border color for each auxiliary input and output
- Modify tool tips and micro help text

SECTION 3

DIAGRAMS

Motorola has included system diagram(s) on the following page(s).

SUSSEX COUNTY DIVISION OF INFORMATION AND TECHNOLOGY
MCC 7500 DISPATCH SYSTEM WITH REDUNDANT P25 CONVENTIONAL K2-CORE



KEY	
	IP
	RS232
	ANALOG AUDIO
	V.24 & ACIM DATA
	2 WIRE ANALOG LOGGING AUDIO

Note: Not all existing equipment are pictured.

MOTOROLA SOLUTIONS	
Project: SUSSEX COUNTY DIVISION OF INFORMATION AND TECHNOLOGY	
Title: SYSTEM BLOCK DIAGRAM	
Designed by: O KWOK	Date: AUGUST 2015

ACCEPTANCE TEST PLAN

Testing of the proposed equipment is included. This includes the following:

- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

A detailed Acceptance Test Plan will be developed upon purchase and will be reviewed during the Project Kickoff/Design Review meeting.



SECTION 5

EQUIPMENT LIST

Please see attached itemized equipment list and pricing per Motorola's NJ state contract #83909.



SECTION 6

PRICING

Please see attached itemized equipment list and pricing per Motorola's NJ state contract #83909.



OUR COMMITMENT

Motorola Solutions connects people through technology. Businesses and government agencies around the world turn to Motorola Solutions innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

You can find Motorola Solutions products and services in a wide range of workplaces. From the retail floor to the warehouse floor, and from the small town police station to the most secure government offices, our products support customers who make up the diverse global economy. We are proud that our products support mobile transactions of all kinds, as well as the safety and security of citizens everywhere.

Our customers rely on us for the expertise, services and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola Solutions—An Industry Leader

Motorola Solutions serves both enterprise and government customers with core markets in public safety government agencies and commercial enterprises. Our leadership in these areas includes public safety communications from infrastructure to applications and devices such as radios as well as task-specific mobile computing devices for enterprises. We produce advanced data capture devices such as barcode scanners and RFID (radio-frequency identification) products for business. We make professional and commercial two-way radios for a variety of markets, and we also bring unlicensed wireless broadband capabilities and wireless local area networks – or WLAN – to retail enterprises

Pioneering New Areas of Cognitive Research

As an industry leader in government and public safety, we design and develop devices including radios and the infrastructure that supports them. Our mission-critical design philosophy led to our new High Velocity Human Factors investigation, an area of cognitive research that helps us develop products for first responders by working with them in crisis situations to study their communication needs. We take what we learn in the field and bring it back to the lab to create products that will function under extreme conditions and networks that will reliably support those products.

Our Focus: Our Customers

Working with our global channel partner community, Motorola Solutions reaches an extensive customer base, from small businesses to Fortune 500 companies. Our focus is on developing integrated end-to-end solutions that deliver a clear return on investment, and our products empower individuals through seamless connectivity.



**RESOLUTION RE: AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS
IN COMPLIANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ.
FOR VARIOUS SERVICES, WITH ACCUMULATED
VALUE LESS THAN THE BID THRESHOLD, AS STATED
BELOW**

WHEREAS, the County of Sussex has a need to acquire various services as non-fair and open contracts in compliance with N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Thomas W. Gildersleeve, Purchasing Agent, has determined and certified in writing that the value of these services with these vendor(s) will exceed \$17,500.00 during this fiscal year; and

WHEREAS, the term of these expenditures is for the 2015 fiscal year; and

WHEREAS, the following vendor(s) has executed a certification that certifies that the business entity has not made a contribution that would bar them from receiving purchase orders in excess of \$17,500.00, and the business entity will report to the Election Law Enforcement Commission any contribution that would violate the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 et seq.) through this fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex authorizes the Purchasing Agent to issue purchase orders and execute such other documents as may be necessary with the following vendor(s) for the various services described below:

<u>Vendor Name</u>	<u>Description of Services</u>
1. Holt, Morgan, Russell Architects (HMR)	Architectural Services

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution is available in On-Base.

Certified as a true copy of the
Resolution adopted by the Board
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

Certification of Value

I, Thomas W. Gildersleeve, Purchasing Agent, for the County of Sussex do hereby certify that based on past expenditure history of the following vendor(s) will probably exceed the sum of \$17,500.00 during the 2015 fiscal year:

<u>Vendor Name</u>	<u>Description of Services</u>
1. Holt, Morgan, Russell Architects (HRM)	Architectural Services

Thomas W. Gildersleeve, Purchasing Agent
Department of Central and Shared Services

Date: September 23, 2015

Resolution Summary

Other

RESOLUTION RE: AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS IN COMPLIANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ. FOR VARIOUS SERVICES, WITH ACCUMULATED VALUE LESS THAN THE BID THRESHOLD, AS STATED BELOW

Description of Resolution:

The following vendor(s) provided the certified documentation to support the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 ET SEQ) through the fiscal year of 2015. This authorizes the Purchasing Agent to issue purchase orders in excess of \$17,500 and execute other documents if necessary for various goods and services.

Ownership Disclosure Certification 2015

I certify that the list below contains the names and addresses of all owners holding 10% or more of the issued and outstanding stock or ownership interest of the undersigned

Check the box that represents the type of business entity:

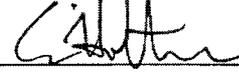
- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock, Shareholder or Interest holder	Address
Robert W. Russell	88 Rollingmead, Princeton, NJ 08540
Eric Holtermann	45 N. Main St, Pennington, NJ 08534

Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: HMR Architects, P.A.

Signed:  Title: Corporate Secretary

Print Name: Eric Holtermann Date: 8/24/2015

2015 CERTIFICATE OF COMPLIANCE
WITH THE CAMPAIGN CONTRIBUTION LAW
(Pay-to-Play)

THIS FORM MUST BE SUBMITTED TO THE COUNTY 10 DAYS PRIOR TO THE AWARD OF CONTRACT

I understand that pursuant to N.J.S.A. 19:44A-20.4, et seq. a business entity that has entered into an agreement and/or has received purchase orders with an anticipated accumulative total(s) in excess of \$17,500.00 with the County of Sussex, or any agency or instrumentally thereof, cannot make a reportable Political contribution (see N.J.S.A. 19:44A-1) to a County Committee of a political party in Sussex County if a member of that political party is currently serving in an elective public office in Sussex County (Freeholder, County Clerk, Surrogate and/or Sheriff), or to a candidate committee of any person currently serving in an elective public office (Freeholder, County Clerk, Surrogate, and/or Sheriff) in Sussex County when the contract is awarded.

I understand that pursuant to Public Laws of 2005 Chapter 271 a business entity that will enter into a contract having an anticipated value in excess of \$17,500.00 with the County of Sussex, or any agency or instrumentally thereof, shall disclose all reportable Political contributions (see N.J.S.A. 19:44A-1) to any State, County, or Municipal Committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office in Sussex County (Freeholder, County Clerk, Surrogate and/or Sheriff), or of another public entity within the County, or of a legislative district in which the County is located which includes all or part of Sussex County, or any continuing political committee.

I further understand that the language above only applies when the contract is not part of a "fair and open" public process.

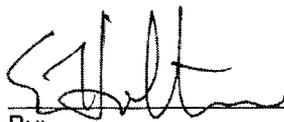
Pursuant to N.J.S.A. 19:44A-20.8(a), I, Eric Holtermann, do hereby certify that the business entity, HMR Architects, P.A., with offices located at 821 Alexander Rd, Suite 115, Princeton, NJ 08540 of which my title/position in the business entity is Corporate Secretary and/or anyone having any interest (meaning ownership and control of more than 10% of the profits or assets of the business entity, or 10% of the stock) in the business entity, has not made a contribution that would bar the award of this contract pursuant to N.J.S.A. 19:44A-20.4, et seq., and if the business entity named above is a natural person, that the natural person's spouse, and child(ren) residing therewith has not made a contribution that would bar the award of this contract pursuant to N.J.S.A. 19:44A-20.4 et seq.

Pursuant to N.J.S.A. 19A:44-20.26 the business entity named above has made contributions to State, County or Municipal committee(s) of a political party, any legislative leadership committee, any continuing political committee (a.k.a., political action committee), candidate committee of a candidate for, or holder of, an elective office as set forth on the List of Agencies during the previous twelve months as set forth on Schedule A attached hereto and made a part hereof, and if the business entity named above is a natural person, that the natural person's spouse, and child(ren) residing therewith has made a contributions during the previous twelve months as set forth on Schedule B attached hereto and made a part hereof. (Note if no contributions were made enter **NONE** on the Schedule)

I further understand that pursuant to N.J.S.A. 19:44A-20.8(b), the above-referenced business entity has a continuing obligation to report to the Election Law Enforcement Commission any contributions that constitute a violation of the Act that are made during the duration of this contract.

I am aware that if any of the foregoing statements made by me are willingly false, I am subject to punishment.

DATED: 8/24, 2015


By: _____

Eric Holtermann, Corp. Sec'y
Name & Title (Please print)

Attach Schedule A/B document

2015 - Schedule A -- if "None" please indicate below

Date	Person/ Entity/ Committee(see Statute)	Address	City	State/Zip	Amount
	NONE				

2015 - Schedule B -- if "None" please indicate below

Date	Person/ Entity/ Committee(see Statute)	Address	City	State	Amount
	NONE				

RESOLUTION RE: AUTHORIZING THE FREEHOLDER DIRECTOR OF THE SUSSEX COUNTY BOARD OF CHOSEN FREEHOLDERS TO EXECUTE THE 2015-2016 TITLE IV-D REIMBURSEMENT AGREEMENT BETWEEN THE SUSSEX COUNTY SHERIFF'S OFFICE AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT

WHEREAS, it is desired that the Board of Chosen Freeholders of the County of Sussex renew a Title IV-D Reimbursement Agreement between the New Jersey Department of Human Services, Division of Family Development, and the Sussex County Sheriff's Office for services rendered by the Sheriff's Office as prescribed in the Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex that the Director is hereby authorized and directed to execute a Title IV-D Reimbursement Agreement in the amount of \$137,896.00 for the term of October 1, 2015 to September 30, 2016 with the reference to Arrest Functions on behalf of the Sussex County Sheriff's Office and the New Jersey Department of Human Services, Division of Family Development; said Agreement to be in the form attached hereto; and

BE IT FURTHER RESOLVED that Freeholder Director Phillip R. Crabb and Sussex County Sheriff Michael F. Strada are authorized to affix their consent to said Agreement and two copies of the Resolution and the executed Agreement be forwarded to the New Jersey Department of Human Services, Division of Family Development, Office of Child Support Services, P. O. Box 716, Trenton, New Jersey 08625, Attention: Jeanette Page-Hawkins, Director; and a copy is available in On-Base.

Certified as a true copy
of the Resolution adopted
by the Board of Chosen Freeholders
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: AUTHORIZING THE DIRECTOR, SUSSEX COUNTY BOARD OF CHOSEN FREEHOLDERS, TO EXECUTE THE 2015-2016 TITLE IV-D REIMBURSEMENT AGREEMENT BETWEEN THE SUSSEX COUNTY SHERIFF'S OFFICE AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT

State/Federal (or other) Grantor Agency: New Jersey Department of Human Services, Division of Family Development

County agency originating renewal, Interagency/Agreement: Office of the Sheriff

Description of purpose of funds: Services rendered by the Sheriff's Office as prescribed in the Title IV-D of the Social Security Act

Amount of funds sought: \$137,896.00

County budget match: \$.00

Term of agreement: October 1, 2015 to September 30, 2016

Will additional staff need to be hired? No
If so, describe specific duties

Is this initial funding or has funding been received in the past? Prior

If funding has been received in prior years:

2014-2015	\$136,329.00
2013-2014	\$298,833.00
2012-2013	\$147,889.00
List amount of funding received /County match in last 3 years	2011-2012 \$243,970.36

Is there an expectation that the funds will be renewed in future years? Yes

Describe impact on organization if funds are not renewed: NJ Department of Human Services, Division of Family Development and the Office of the Sheriff will not be able to meet statutory deadlines.



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
PO BOX 716
TRENTON, NJ 08625-0716
(609) 588-2400

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ELIZABETH CONNOLLY
Acting Commissioner

NATASHA JOHNSON
Director

September 4, 2015

Sheriff Michael Strada
Sussex County Sheriff's Office
39 High Street
Newton, NJ 07860

Dear Sheriff Strada:

Attached is the FFY 2016 IV-D Sheriff Agreement for Sussex County Sheriff, effective October 1, 2015 through September 30, 2016. Please print out two (2) copies of the agreement, and affix the appropriate signatures and date to each document on page 19. Once the signatory process has been completed, please mail both of the original documents to the Office of Child Support Services, to the following address for the Director's signature no later than **September 30, 2015**. We recommend that your county use certified mail to ensure that the agreements are received by DFD. A fully executed copy of the Agreement will be returned to you.

**Attn: Patricia Risch, Assistant Director
Department of Human Services
Division of Family Development
Office of Child Support Services
5 Quakerbridge Plaza
PO Box 716
Trenton, NJ 08625
(if using Express mail service, omit PO Box and send to
Mercerville, NJ 08619 instead)**

We appreciate any efforts to expedite this process. If your county is unable to execute the Agreement by the above noted date, please contact Joyce Frigen, of my staff at (609) 631-2691, and she will gladly assist you. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patricia Risch", with a long horizontal flourish extending to the right.

Patricia Risch
Assistant Director

PR:BR:jf
Enclosure

WRITTEN AGREEMENT FACT SHEET

CHECK ONE:

NEW
 RENEWAL
 AMENDMENT

CHECK ONE:

CONTRACT
 INTERAGENCY/AGREEMENT
 GRANT/WAIVER APPLICATION

* * * * *

DESCRIPTIVE TITLE: SUSSEX COUNTY TITLE IV-D
REIMBURSEMENT AGREEMENT

PARTIES TO CONTACT: THE COUNTY OF SUSSEX
THE SHERIFF'S OFFICE OF SUSSEX COUNTY
AND NEW JERSEY DFD

SIGNATORIES: NATASHA JOHNSON, DIRECTOR
DIVISION OF FAMILY DEVELOPMENT
PHIL CRABB, FREEHOLDER DIRECTOR
MICHAEL F. STRADA, COUNTY SHERIFF

SIGNATURE DEADLINE: NON SPECIFIED

TERMS OF CONTRACTS: OCTOBER 1, 2015 THRU SEPTEMBER 30, 2016

COSTS: \$137,896.

FUNDING SOURCE(S): ADMINISTRATIVE ACCOUNT
100-054-7550-173-6110

A. Introduction

This Agreement is entered into between the New Jersey Department of Human Services (herein after called "DHS"), Division of Family Development (herein after called "DFD") and the County of Sussex (herein after called the County) and the Sheriff's Office of Sussex County (herein after called the Sheriff's Office). All parties to this Agreement will comply with Part D of Title IV of the Federal Social Security Act, implementing current regulations, and any other applicable Federal Regulations and requirements.

Effective September 1, 2009, the DFD implemented a new child support enforcement and case management computer system, NJKiDS. NJKiDS is the federally recognized state case registry for the New Jersey child support program, pursuant to Title IV-D regulations. NJKiDS is utilized by the DFD, the New Jersey Judiciary, County Welfare Agencies and County Sheriff Departments. Warrants on Title IV-D cases are issued electronically by the New Jersey Superior Court through NJKiDS. Each county sheriff department will receive court issued electronic warrants via NJKiDS and utilize NJKiDS for various data entry and inquiry functions as described herein. Relevant information is also provided to authorized Sheriffs' users via the NJKiDS agency web portal.

NJKiDS is not a law enforcement warrant database. NJKiDS does not supplant the use of or interface with the New Jersey Wanted Persons (NJWPS), National Crime Information Center (NCIC) and/or other designated warrant law enforcement systems recognized by the law enforcement community. Each designated sheriff department shall continue to utilize NJWPS, NCIC, and/or other systems, in accordance with standard local, state and federal regulations and guidelines.

B. Purpose

The purpose of this Agreement is for the DFD to establish a set of performance standards and reimbursement procedures with the Sheriff's Office for arrest services in those IV-D cases where a bench warrant pertaining to child support and/or paternity matters has been issued by a court of competent jurisdiction for the purposes including, but not limited to, establishing paternity and support obligations, including health insurance coverage, failure to appear before a court of competent jurisdiction and for payment of arrearages owed.

C. Definitions

For purposes of this contract the following terms will be defined thus:

ARREST SERVICES - will include all reasonable attempts to apprehend the individual identified in the bench warrant and produce that individual before a judge or other specified officer of the court within 72 hours of his or her arrest.

ARREST - will refer to the physical act of taking into custody the individual identified in the bench warrant. Such term shall not apply to voluntary surrender to the court or in instances where warrants are vacated.

BENCH WARRANT STATUS:

- **ACTIVE:** A bench warrant was issued and remains outstanding.
- **EXECUTED:** The subject of the bench warrant was arrested. The SQCR Sheriff Reimbursement Report only contains qualifying child support collections as a result of executed warrants.
- **DETAINED:** The subject of the bench warrant is incarcerated for another alleged crime and is being held on the child support warrant. Warrant status will be updated to 'Executed' once the subject has been released to the custody of the sheriff's office for arrest on the child support warrant.
- **DISCHARGED:** Bench warrant has been recalled and is no longer valid.

CORRECTIVE ACTION PLAN - a plan of action to correct deficiencies in the performance as identified by the DFD. Such a plan must describe the methods and plans for correcting said deficiencies, and the time frames for doing so.

DIVISION OF FAMILY DEVELOPMENT - the single state agency established to supervise the New Jersey State Plan under Title IV-D of the Social Security Act (42 U.S. C 654 *et seq.*) which creates the Child Support and Paternity Program and empowers the State DFD to promulgate rules and regulations required to administer that program effectively. N.J.A.C. 10:80-1.2(a)4.

GOOD CAUSE - circumstances beyond the control of the county which affect work load or personnel such as worker strike, lay off, act of God, fire or any other circumstances determined to be good cause after review by the DFD.

NJKIDS - the automated child support enforcement and case management computer system which is the federally recognized state case registry for the New Jersey child support program, pursuant to Title IV-D regulations at 45 C.F.R. 302.85.

D. Duties to be Performed

Upon entering into this contract both the Sheriff's Office and the DFD will have certain functions and duties to perform as outlined in this Cooperative Agreement and in accordance with performance standards as described in Section III of this Agreement and herein.

I. Duties and Functions of the Sheriff's Office:

1. The Sheriff's Office will receive warrants on Title IV-D cases which emanate electronically, from various courts throughout New Jersey.

2. The Sheriff's Office will receive warrants on Title IV-D cases which emanate electronically, from courts in other counties, and have procedures to execute these warrants in accordance to local, state and federal regulations and guidelines.
3. The Sheriff's Office shall have written procedures for receipting warrants, which are date and time stamped, on Title IV-D cases issued electronically by a New Jersey court through the NJKiDS computer system.
4. Pursuant to constitutional authority designated to the county sheriff, all pertinent information shall be submitted to authorized personnel and entered onto the NCIC and/or other designated law enforcement systems recognized by the law enforcement community.
5. The Sheriff's Office shall have a case file establishment and assignment process.
6. The Sheriff's Office shall have access to and utilize NJKiDS for purposes of: receiving and printing warrants on Title IV-D cases, data entry purposes of executing warrants and making case notes, receiving and printing the Sheriff Quarterly Report, and inquiry access to child support case information to cross reference data before and after attempts to execute warrants for locate and warrant status information.
7. The Sheriff's Office shall designate adequate staff to receive authorized access to NJKiDS and/or agency web portal, provided by the DFD, to ensure continuity of operations. NJKiDS is a web-based application and authorized sheriff staff can access NJKiDS through their local computers via a DHS secured server. The NJKiDS agency web portal is an online tool to be used in a secure setting only when NJKiDS is not available.
8. The Sheriff's Office shall have staff with access to NJKiDS or an agency web portal to participate in trainings provided by DFD. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.
9. The sheriff staff shall attempt services upon the individual at all locations and addresses provided in the warrant and follow up, as necessary, on additional information as it becomes available. All service attempts should be documented in case file and NJKiDS.
10. Sheriff staff shall make follow-up attempts to serve the warrant until such time as the individual is apprehended, the bench warrant is vacated by judicial order or warrant is deemed no longer valid in accordance with other State regulations recognized by the law enforcement community.
11. Once the Sheriff's Officer locates the non-custodial parent, that individual shall be taken into custody immediately.
12. The Sheriff's Officer shall bring the individual before a judge or other specified officer of the court as soon as is practicable following the apprehension of the non-custodial parent.
13. The Sheriff's Office shall participate in statewide coordinated raids and/or amnesty initiatives.

14. The Sheriff's Office shall submit detailed reports pertaining to arrest services on a quarterly basis in order to obtain payment for services; and payment for services shall be based on the collection performance standards specified in Attachment B. All County Expense Reports will be submitted in accordance with the procedures identified in Attachment B1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports.
15. The Sheriff's Office agrees to retain all records and other relevant information for 6 (six) years after the final payment, in accordance with Attachments A and B to this Agreement. However, if any investigation, claim, financial management and review, or audit is started before the expiration of the 6-year period, the record shall be retained until they are resolved and final action taken. Representatives of the DHS, the DFD, and the New Jersey Treasurer, as well as any appropriate federal entities shall have full access to the above mentioned records and documents during this period.
16. The Sheriff's Office agrees that all staff accessing or handling child support data from any source shall sign the "State of New Jersey IV-D Agency Child Support Data user and Confidentiality Agreement" and adhere to its terms and conditions.
17. The Sheriff's Office agrees to comply with all child support data security provisions, namely the IRS Disclosure Awareness Video and Incident Reporting protocol in accordance with the requirements set forth in Action Transmittal 15-06, Data Security Policy: Incident Reporting Protocol, Data User and Confidentiality Agreement and IRS Disclosure Awareness Video, and all required data security trainings provided by the DFD.
18. The Sheriff's Office agrees to permit the DHS and the DFD to monitor Title IV-D activities carried on by the Sheriff's Office upon presentation to the county or Sheriff's Office of proper credentials of identification.
19. If a performance deficiency is identified through the monitoring process, the county shall provide a Corrective Action Plan to the DFD. The plan shall provide a clear explanation of what corrective actions are being proposed to bring each respective performance standard into future compliance, including a time frame for implementing these actions. Once the Corrective Action Plan is approved by DFD, all corrective measures must be integrated into the regular business practice within ninety (90) calendar days of the approval date.

II. Duties and Functions of the DFD:

1. The DFD shall provide sheriff staff the necessary account credentials to access NJKiDS and/or the agency web portal.
2. The DFD shall provide trainings to sheriff staff with access to NJKiDS and/or agency web portal. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.

3. The DFD shall review the County Expense Reports, which are submitted in accordance with Attachment B and Attachment B1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports, and verify the accuracy of the information contained in the reports utilizing NJKiDS or where appropriate, field visits.
4. The Financial Reporting Unit will calculate the percentage of the reimbursement due to the County, according to the collection performance standards outlined in Attachment B.
5. Once the appropriate percentage has been determined, payment will be prepared for the calculated amount and sent to the county in a timely manner.
6. If a county is found to have been reimbursed for a collection that should not have been claimed, the DFD will process the overpayment as follows:
 - a. The DFD will request in writing that the sheriff's office resubmit the quarterly report in which the overpayment was made, deducting the collection(s) which should not have been claimed.
 - b. The DFD will review the corrected report and ensure the inappropriate collection has been deducted; forwarding the correct report to the Financial Reporting Unit.
 - c. The Financial Reporting Unit will receive the corrected report and recalculate the cost/benefit ratio. The appropriate reimbursement rate will be determined by matching the cost/benefit ratio to the rate schedule on Attachment B, page 2 of the Sheriff's Cooperative Agreement (attached). Using the appropriate reimbursement rate the Financial Reporting Unit personnel will compute the reimbursable expenditure amount. The overpayment will be calculated by subtracting the reimbursable expenditure amount from the amount actually paid to the county for that quarter. The Financial Reporting Unit will inform appropriate DFD staff of the amount of the overpayment.
 - d. The Financial Reporting Unit will deduct the amount of the overpayment from the reimbursable expenditure amount from the next quarterly report submitted.
 - e. The DFD will send a letter to the County Sheriff's Office informing them that the amount of overpayment will be deducted from the reimbursement amount of their next quarterly report submitted.
7. The DFD will conduct a triennial on-site technical program review. A statistically valid sample of the IV-D cases will be reviewed to determine if appropriate action has been taken on 75% of the cases. Appropriate action is defined as the timely implementation of the requirements specified in Sections I and III of this Agreement, which address both specific duties and performance.

8. The DFD will notify the Sheriff's Office in writing of the findings of the above review. If a Corrective Action Plan is required by the Sheriff's Office as a result of problems identified in the review, this plan must address those problems and provide steps to be taken for corrective action. If a Corrective Action Plan is required, the elements will be so stated.
9. The DFD must approve the acceptability of any Corrective Action Plan deemed necessary within 15 working days. Upon DFD approval of said plan, the Sheriff's Office shall take immediate steps (not to exceed 90 calendar days) to correct the identified problem(s).
10. The DFD will retain all records and documents relevant to this Agreement for six (6) years after final payment. However, if any investigation, claim, financial management review, or audit is started before the expiration of the 6-year period, the records shall be retained until they are resolved and final action taken.
11. DFD will provide the Sheriff's Office with necessary materials required to execute the annual "State of New Jersey IV-D Agency Data User and Confidentiality Agreement" in accordance with Action Transmittal 15-06.

III. Performance Standards

Sheriff's Office Shall:

1. Utilize NJKiDS daily, for warrants on Title IV-D cases including, but not limited to, the following purposes:
 - A. Retrieve and print electronic warrants signed and issued by the NJ Superior Court;
 - B. Review child support demographic and warrant case information;
 - C. Monitor the change in warrant status (active, negotiated settlement, executed, detained, and discharged);
 - D. Enter data in required fields and making case notes as referenced in agreement;
 - E. Access and print the Sheriff Quarterly Report.

2. Have written procedures for receipting warrants on Title IV-D cases that are issued electronically via NJKiDS, or manually, by the NJ Superior Court. Procedures shall include, but are not limited to the following:
 - A. A date and time stamp; (staff may utilize free form text on NJKiDS to denote receipt on a warrant case, however, this will not result in an automated receipt date on the physical warrant printed from NJKiDS).
 - B. Warrants shall be receipted, hard copy, dated and time stamped, within seven (7) business days of the warrant issue date on NJKiDS. Business day is defined as a Monday through Friday, excluding holidays (used hereafter).
 - C. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. If exception has been DFD approved, the warrants shall be receipted in a reasonable timeframe and conducive to managing case volume of said county.
 - D. For purposes of establishing a case file under this Agreement, a warrant will not be deemed in sheriff receipt unless specified with a date and time stamped.

3. Monitor NJKiDS daily for WRKL alert notifications of warrants issued by the NJ Superior Court on Title IV-D cases and enter the warrant information on to the NCIC and/or other designated law enforcement system recognized by the law enforcement community within three (3) business days of the receipt of the warrant.

4. Once information is entered onto NCIC, update NJKiDS BWLT screen with the date the warrant was entered on NCIC within three (3) business days.

5. All new cases shall have a hard copy case file created and be assigned to a sheriff staff person within three (3) business days of warrant stamped receipt date.

6. Monitor NJKiDS daily for alert notification of changes to the Title IV-D warrant status. For any warrant that has been discharged or vacated by the New Jersey Superior Court, record the discharge of the warrant on NCIC and/or other designated law enforcement system recognized by the law enforcement community within one (1) business

day of the alert notification. Once completed, update NJKiDS with the date the warrant was discharged or vacated on NCIC and/or other designated law enforcement system within one (1) business day.

7. Initiate action to execute the warrant within fifteen (15) business days of case assignment. Utilize NJKiDS to verify warrant status and warrant case information, prior to any attempts to execute a warrant. Record the findings of initial attempt in the case file and on the BWLT and NOTE screen in NJKiDS.
8. Attempt execution of the warrant one or more days each month for three consecutive months, if the initial execution of a warrant is unsuccessful and no sufficient location information is available. Document all attempts on the NOTE screen in NJKiDS.
9. If further attempts to execute the warrant are unsuccessful, the Sheriff's Officer must attempt service at least once within a 12 month period, until the individual is apprehended or the Sheriff's Office is notified the bench warrant is vacated. Documentation should be retained in case file and on NJKiDS NOTE Screen.
10. Follow-up on the execution of the warrant by attempting service within five (5) business days of receiving new information. Retain documentation of attempted service and/or any new information obtained in case file and on NJKiDS NOTE screen. If new information is received from a source other than child support, a Note to File Action Alert should be sent to the Probation caseworker through the NOTE screen in NJKiDS.
11. Inform appropriate source of invalid address on warrant within three (3) business days of attempted service. Findings shall be documented in case file and a Note to File Action Alert should be sent to the Probation caseworker through the NOTE screen in NJKiDS.
12. All Title IV-D warrants shall be executed in NJKiDS the same day as arrest. Arrests that occur during night time hours, weekends and/or holidays must be executed in NJKiDS on the next business day. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. All documentation must be recorded in the case file and NJKiDS BWLT screen.
13. Participate in at least two (2) statewide coordinated raids and/or amnesty initiatives per Agreement year.
14. Maintain time and attendance records for individuals performing child support functions.
15. Submit a quarterly expense report to the DFD, within twenty (20) calendar days of the end of the quarter, in accordance with the elements in Attachment B.
16. Maintain a cost/benefit ratio of at least \$1: \$1.60.
17. Complete all necessary/appropriate action as provided under this Agreement on a minimum of 75% of the sample cases, unless good cause is determined for not doing so. Where this standard is not met and good cause is not demonstrated, a Corrective Action Plan addressing this problem shall be developed.

18. Provide the DFD with a Corrective Action Plan within thirty (30) calendar days after receiving a written notification from the DFD specifying a deficiency.
19. Provide the DFD with the name and telephone number of a contact person and an alternate within the agency.

The DFD shall:

1. Review county expense reports on a quarterly basis.
2. Provide payment for reimbursable expenditures within thirty (30) calendar days of receipt of an approved expense report.
3. Conduct a triennial on-site audit.
4. Notify the Sheriff's Office in writing within thirty (30) calendar days of the findings resulting from the triennial audit.
5. Respond to the acceptability of a Corrective Action Plan within fifteen (15) calendar days when such a plan is necessary.

IV. Special Provisions

1. This Agreement is conditioned upon the availability of Federal Financial Participation from the DFD to reimburse the county fees in connection with arrest services in administering the State's Title IV-D laws within the county.
2. This Agreement may be amended by mutual consent of the parties. Any amendment shall be reduced to writing, executed in the same manner as this Agreement, and incorporated into this Agreement.
3. Raids and/or Amnesty programs may not be initiated without prior written approval of the DFD.
4. The DFD reserves the right to refuse to reimburse the county, or in the alternative, to terminate this Agreement entirely upon thirty (30) calendar days written notice, if the Sheriff's Office fails to provide services consistent with the State IV-D Plan or this Agreement. The DFD may refuse reimbursement for the following reasons:
 - a. Failure to perform (without good cause) within the parameters of the performance standards of this Agreement.
 - b. Failure to present Corrective Action Plan(s) as required by this Agreement.
 - c. Failure to provide correct and full reports as required by this Agreement.
5. The DFD may exercise its right to terminate the contract for the following reasons:
 - a. Violation of Federal and/or State Law.
 - b. Failure to take appropriate corrective action.

- c. Repeated failure to perform (without good cause) within the parameters of the performance standards, as outlined in Section III of this Agreement.
-
- 6. This Agreement shall be terminated upon the decision of any court of competent jurisdiction to the effect that this Agreement is in violation of Federal or State law in its entirety. However, if any particular provision of this Agreement is found to be invalid, the remainder of this Agreement shall continue to be in effect, unless to do so would contravene the purpose of this Agreement.
 - 7. This Agreement may be terminated upon thirty (30) days' written notice by either party based upon the occurrence of a change in applicable Federal law(s) or regulation(s) that would result in the unavailability of Federal funds for services to be provided under this Agreement.
 - 8. In the event the Sheriff's Office is unable to perform under the conditions of this Agreement, the County and Sheriff's Office may terminate this Agreement upon thirty (30) days' written notice to the DFD.

ATTACHMENT A

The Sheriff's Office shall maintain individual case records sufficient to permit evaluation of progress on each case record. A record must be kept in a format that would allow for easy review as to the progress of the case. The following information must be included in the case file:

1. Complainant's name
2. Name and address of non-custodial parent
3. Date of birth of non-custodial parent
4. Social Security number of non-custodial parent
5. Name and address of employer
6. Arrears
7. Copy of the Warrant
8. Docket #
9. CS#
10. Action taken on case (1st, 2nd, 3rd attempts and at least once within a 12 month period thereafter)
11. Outcome of action
12. Special provisions - an example of a special provision would be if a wage execution were signed.
13. Officer's name
14. Other relevant information
 - a. NJKiDS inquiries
 - b. NCIC entry documentation
 - c. Any other source

ATTACHMENT B
Fiscal System and Reports

This Attachment is applicable to the Sheriff's Office and is provided to ensure uniformity in the maintenance of a fiscal system and preparation of appropriate reports.

1. Total Sheriff's Officers' costs of arrest services, for the period October 1, 2015 through September 30, 2016, performed pursuant to this Agreement, shall not exceed \$137,896. Which shall include not more than \$85,226. in salaries and \$52,670. in fringe benefits for the officers assigned to the serving of warrants.
2. Appropriations for Sheriff's Officers shall constitute in whole or in part the non-federal share of each fee for service to satisfy the Federal requirement of State financial participation.
3. The DFD shall make payments to the county for the Federal share of allocated fees for service provided by the Sheriff's Office within the limits set forth in Items 1 and 6 of this Attachment to the extent that such payment does not exceed actual expenditures. Allowable expenditures are limited to salaries and fringe benefits.
4. In order to receive payment, the Sheriff's Office shall file a Quarterly Budget Report identifying those services performed by the Sheriff's Office in a case-specific format as well as the actual expense incurred by the Sheriff's Office in performing those activities. The Quarterly Budget Report contains the following: the SQCR Sheriff Quarterly Collection Report and the Summary of Federally Reimbursable Expenditures form.
5. The Quarterly Budget Report shall be filed within twenty (20) calendar days of the end of the quarter. Late submission of these reports may result in a delay, penalty or reduction in the rate of reimbursement.
6. The DFD will make a payment at the end of the quarter for a federal share of all approved fees, based upon the required reports filed with the DFD for the quarter. All funds collected, as the result of a warrant action will be counted as follows:
 - a. The value of lump sum collections on arrears as a result of the warrant arrest and received within five (5) calendar days of the date of arrest and additional payments made up until ninety (90) calendar days of the date of arrest. Payments are recorded within the Quarter reviewed.
 - b. Any regular payment whether consecutive or not made by the obligor which includes the following receipt sources from NJKiDS--EW (employer wage); RE (regular pymt); PM (release amount); QR (QDRO/EDRO) and VL (voluntary payment).
 - c. Excludes payments resulting from enforcement actions initiated by any other entity, independent of information received as a result of the Sheriff's Office action.
 - d. The value of all new orders paid within the quarter.

- e. The value of an upward modification to an existing support order paid within the quarter.
- f. Support collected by one county at the request of another county will be treated as having been collected in full by each county.

ATTACHMENT B Cont'd.

The reimbursement rate shall be in accordance with the following schedule:

COLLECTION PERFORMANCE STANDARDS

Quarterly Collections	Reimbursement Rate
\$1: \$4.00	Maximum FFP rate: 66%
\$1: \$3.80	63%
\$1: \$3.60	60%
\$1: \$3.40	55%
\$1: \$3.20	50%
\$1: \$3.00	45%
\$1: \$2.80	40%
\$1: \$2.60	35%
\$1: \$2.40	30%
\$1: \$2.20	25%
\$1: \$2.00	20%
\$1: \$1.80	15%
\$1: \$1.60	10%

ATTACHMENT B Cont'd.

	SALARIES	FRINGE	TOTAL
STAFF PERSON			
Detective Sergeant	\$30,123.	\$18,616.	\$ 48,739.
Detective	\$55,104.	\$34,054.	\$ 89,158.
TOTAL:	\$85,226.	\$52,670.	\$137,896.

ATTACHMENT B1
PROCEDURES FOR THE SUBMITTAL OF SHERIFF'S
QUARTERLY EXPENSE REPORTS

1. Utilization of Standardized Reports: In order to report collections/payments and expenses and to be reimbursed according to the signed Cooperative Agreement, the following two approved DFD documents must be submitted on a quarterly basis:
 - NJKiDS SQCR Sheriff Quarterly Report: an automated report accessed via the SQCR screen of NJKiDS. There is no manual data entry necessary. Staff can access and print this report at the close of each Federal Fiscal Quarter.
 - Summary of Federally Reimbursable Expenditures form: a form created via an Excel spreadsheet. This form requires minimal manual data entry.
2. Required Data Entry on NJKiDS and Sheriff Quarterly Reports: Sheriff staff is required to enter certain data elements on the NJKiDS BWLT Screen (bench warrant screen) upon execution of a Title IV-D child support warrant. By doing so, NJKiDS is programmed to auto-populate the SQCR Sheriff Quarterly Report with collection information as set forth in the collection criteria listed in *Attachment B.6, Fiscal System and Reports*.
3. Automated Calculation and Recording of Collections: If sheriff staff does not utilize NJKiDS to execute warrants, NJKiDS will not record the collection on the SQCR Sheriff Quarterly Report and it will not be included in the calculations associated to the county for reimbursement.
4. Daily time reports and signed confidentiality agreements should be retained on file for audit purposes.
5. All required reports shall be submitted on a quarterly basis no later than twenty (20) calendar days after the end of the quarter to:

Attention: Tikonblah Moore, Child Support Specialist 1
Department of Human Services
Office of Child Support Services
PO Box 716
Trenton, New Jersey
(609) 631-2758

Late submission may result in a delay, penalty, or reduction in the reimbursement, pursuant to the Sheriff's Cooperative Agreement Addendum.

6. Federal Fiscal Year (FFY) 2016 quarterly reporting due dates are:

First quarter:	10/01/15 to 12/31/15; Due by: 01/20/16
Second quarter:	01/01/16 to 03/31/16; Due by: 04/20/16
Third Quarter:	04/01/16 to 06/30/16; Due by: 07/20/16
Fourth Quarter:	07/01/16 to 09/30/16; Due by: 10/20/16

ATTACHMENT C

Disclosure of information

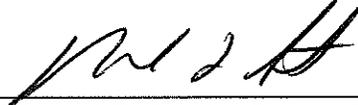
1. Any staff that performs IV-D functions, or accesses NJKiDS must sign a Child Support Data User and Confidentiality Agreement annually and attend data security training, as stated in the requirements of the Data Security Manual. This manual is accessible on the New Jersey Child Support website, njchildsupport.org.
2. Any staff that performs IV-D functions, or accesses NJKiDS must view, on an annual basis, the IRS webinar video as stated in the requirements of the Data Security Manual. This video and/or the text for the video are accessible on the New Jersey Child Support website, njchildsupport.org.
3. Disclosure of information concerning Title IV-D clients shall be limited to the administration of Title IV-D Program as it relates to the establishment of paternity and collection of child support.
4. Information applicable to this program may be provided to appropriate staff of the Probation Division, State and local prosecutors, the DHS staff, the State and county IV-D staff, and the State Attorney General's Office.
5. Nothing in this Agreement shall be construed to conflict with the regulations of safeguarding information as stated in the requirements set forth in the Title IV-D Confidentiality Agreement, provided by DFD.

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

DATE: _____ BY: _____
Natasha Johnson, Director

COUNTY OF SUSSEX

DATE: _____ BY: _____
Phil Crabb, Freeholder Director

DATE: 9/10/15 BY: 
Michael F. Strada, County Sheriff

RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH NORTHWEST NEW JERSEY COMMUNITY ACTION PROGRAM, INC. (NORWESCAP) FOR THE PROVIDING OF CANCER CONTROL AND PREVENTION HEALTH SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

WHEREAS, the New Jersey Department of Health, Office of Cancer Control and Prevention Health Services– Enhanced Implementation of the NJ Comprehensive Cancer Control Plan through Coordinated Cancer and Chronic Disease Activities Project established a Region1 Chronic Disease Coalition to include Warren and Sussex Counties; and

WHEREAS, the Sussex County Department of Environmental and Public Health Services is the Lead Agency for the 2015-2016 Enhanced Implementation of the NJ Comprehensive Cancer Control Grant and is interested in *sub granting* services with NORWESCAP to provide funding for the delivery of the specified services in Warren County in an effort to improve the health of the community; and

WHEREAS, the County of Sussex and NORWESCAP desire to enter into an Agreement setting forth the respective responsibility of the parties in relation to the aforementioned proposal; and

WHEREAS, the funds necessary to pay for said services are available in the budget of the Enhanced Implementation of the NJ Comprehensive Cancer Control Plan through Coordinated Cancer and Chronic Disease Activities Project Grant, account 01-213-41-817-15-435, and have been certified by the County Treasurer in an amount not to exceed \$55,965.00, as evidenced by the attached Treasurer's Certification; and

WHEREAS, Emrick G. Seabold, Acting Administrator/Health Officer, Sussex County Department of Environmental and Public Health Services, has certified that the value of these services will exceed \$17,500.00, and a copy of the written certification is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby agrees to enter into an Agreement with NORWESCAP, in an amount not to exceed \$55,965.00, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), for the purpose of providing medical diagnostic services as delineated in Attachment A; and

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute, on behalf of the County, the Professional Services Agreement, which is annexed hereto and made a part hereof; and

BE IT FURTHER RESOLVED that this Agreement is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the Agreement is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law; and

BE IT FURTHER RESOLVED that inasmuch as this Agreement is awarded without public advertising for competitive bidding under the provisions of the Local Public Contracts Law, as a Professional Services Contract, a notice of award of this Agreement shall forthwith be published once in the New Jersey Herald following passage of this Resolution, as required by law; and

BE IT FURTHER RESOLVED that a copy of this Resolution and the Contract itself is to be made available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

BE IT FURTHER RESOLVED that a signed copy of this Resolution, along with two (2) signed Agreements, be forwarded to Jane Morse, Sussex County Department of Environmental and Public Health Services; and a copy placed in ONBASE.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are sufficient funds appropriated in the 2015 County Budget appropriation(s) entitled:

Reserve for State Grant Funds
2015/16 Cancer Control Grant
Grant Agreements
01-213-41-817-15435

For Awarding of an Agreement for:

Cancer Control and Preventative Health Services
for the period of July 1, 2015 through June 30, 2016

Amount not to exceed \$55,965.00

To: NORWESCAP, Inc.
350 Marshall Street
Phillipsburg, NJ 08865

Robert J. Maikis, Jr., Treasurer

Dated: September 23, 2015

Requisition #: 61663

Resolution Summary

Award of Professional Services Contract

RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH NORTHWEST NEW JERSEY COMMUNITY ACTION PROGRAM, INC. (NORWESCAP) FOR THE PROVIDING OF CANCER CONTROL AND PREVENTION HEALTH SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

Description of service to be rendered including need for service:

The SCDEPHS has been approved for the 2015-2016 Cancer Control and Prevention Comprehensive Cancer Control Health Service Grant and is interested in uniting efforts to improve the health of the community and finds it in the best interest of both parties to provide funding to NORWESCAP as a Sub Grantee to Sussex in an amount not to exceed \$55,965.00 to deliver the specified services in Warren County.

SPECIFIC RESPONSIBILITIES OF THE NORWESCAP:

- Continuation of activities and services previously established by the Sussex Warren Chronic Disease Coalition including a minimum of quarterly meetings with participation in Warren County and Sussex County as scheduled.
- Provide outreach and collaboration with municipal leaders, Global Advisors Smoke-free Policy, and Tobacco Free for a Healthy New Jersey, which lead to smoke-free parks and recreation areas throughout Warren County.
- Increase colorectal screenings through outreach and education events in Warren County.
- Provide a minimum of 4 Breast Health Awareness Programs utilizing the "Woman to Woman" Toolkit focusing on disparate populations in Warren County.
- Implement evidenced based SCREEN in beach and pool areas and/or schools in Warren County.
- Provide up to 24 hours per week of a designated Health Educator in Warren County.
- Collaborate with community partners to enhance activity options in Warren County through either Complete Streets or extended facility availability for residents.

Firm/Agency recommended for contract:

Northwest New Jersey Community Action Program, Inc.
350 Marshall Street, Phillipsburg, NJ 08865

\$ Amount and term of contract: Amount: \$55,965, Term: July 1, 2015 to June 30, 2016

Is the contract renewable? No, it is based upon grant funding of the NJ Comprehensive Cancer Control Grant

If yes:

Total # of renewals permitted

Price escalator (if applicable)

Performance measures utilized to determine renewal option.

Discussion of outcome if contract not awarded: Sussex County would not meet the obligations of the NJ Comprehensive Cancer Control Grant

County agency utilizing service: Sussex County Department of Environmental and Public Health Services

Selection process:

Was an RFP process utilized? A RFP processed was not utilized. NORWESCAP is a Sub Grantee to the County of Sussex for the Cancer Control and Prevention Comprehensive Cancer Control Health Service Grant.

(if no, provide explanation)

of firms receiving/picking up RFP packet

of firms submitting response to RFP

Has the service been contracted previously? Yes.

NORWESCAP

- 2013/2014 Contract amount: \$ 60, 974 Expended: \$ 60,970
- 2014/2015 Contract amount: \$ 58,964, Expended: \$ 58,964

AGREEMENT

Between, the Northwest New Jersey Community Action Program, Inc. Cancer Education and Early Detection Program hereafter referred to as the **NORWESCAP** and, the Sussex County Department of Environmental and Public Health Services, hereafter referred to as the **SCDEPHS**.

GENERAL SCHEME:

The New Jersey Department of Health, Office of Cancer Control Health Service Grant established a Regional Chronic Disease Coalition to include Warren and Sussex Counties. Whereas, the SCDEPHS has been approved for the 2015-2016 Cancer Control and Prevention Comprehensive Cancer Control Health Service Grant and is interested in uniting efforts to improve the health of the community and finds it in the best interest of both parties to provide funding to NORWESCAP in an amount not to exceed **\$55,965.00** to deliver the specified services in Warren County as delineated below.

I. SPECIFIC RESPONSIBILITIES OF NORWESCAP:

- Continuation of activities and services previously established by the Sussex Warren Chronic Disease Coalition including a minimum of quarterly meetings with participation in Warren County and Sussex County as scheduled.
- Provide outreach and collaboration with municipal leaders, Global Advisors Smoke-free Policy, and Tobacco Free for a Healthy New Jersey, which lead to smoke-free parks and recreation areas throughout Warren County.
- Increase colorectal screenings through outreach and education events in Warren County.
- Provide a minimum of 4 Breast Health Awareness Programs utilizing the "Woman to Woman" Toolkit focusing on disparate populations in Warren County.
- Implement evidenced based SCREEN in beach and pool areas and/or schools in Warren County.
- Provide up to 24 hours per week of a designated Health Educator in Warren County.
- Collaborate with community partners to enhance activity options in Warren County through either Complete Streets or extended facility availability for residents.

II. SPECIFIC RESPONSIBILITIES OF SCDEPHS:

- Provide NORWESCAP with any tools, documents, or information provided by the New Jersey Department of Health, Office of Cancer Control and Prevention to operate the program.
- Reimburse NORWESCAP for the necessary office supplies and program supplies to operate the program in Warren County.
- Reimburse NORWESCAP for travel to meetings specifically related to this service and program.
- Provide NORWESCAP with timely reimbursement on a quarterly basis for Coordinators salary and fringe benefits, office costs, and accounting/audit costs.

III. TERM OF CONTRACT

This Agreement becomes effective on July 1, 2015 and will be ongoing to June 30, 2016.

IV. TERMINATION:

Should either party desire to terminate, a sixty (60) day written notice is required.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
(Revised April 2010) IS ATTACHED HERETO AS EXHIBIT A
GOODS, PROFESSIONAL SERVICE AND GENERAL CONTRACTS**

We, the undersigned, hereby understand, acknowledge and accept the terms of this Agreement.

NORTHWEST NEW JERSEY
COMMUNITY ACTION PROGRAM, INC.

COUNTY OF SUSSEX

Terry Newhard
CEO/Executive Director

Phillip R. Crabb, Director
Director, Board of Freeholders

Date

Date

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Certification of Value

I, Emrick G. Seabold, Acting Administrator/Health Officer, Department of Environmental and Public Health Services, of the County of Sussex do hereby certify that the Contract to be awarded to NORWESCAP, 350 Marshall Street, Phillipsburg, NJ 08865, to provide the delivery of Cancer Control and Preventative Health Services for the 2015-2016 Enhanced Implementation of the NJ Comprehensive Cancer Control Grant may exceed the sum of \$17,500.00 during the term of the Contract.

Date: September 23, 2015

Emrick G. Seabold, Acting Administrator/Health Officer
of the County of Sussex

NOTICE OF CONTRACT AWARD

The Sussex County Board of Chosen Freeholders has awarded an Agreement without competitive bidding as a "Professional Service" pursuant to N.J.S.A. 40A:11-5 (1)(a)(i). The Resolution and the Agreement, acting as the contract authorizing it, are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

AWARDED TO:	NORWESCAP, Inc. 350 Marshall Street Phillipsburg, NJ 08865
SERVICES:	Cancer Control and Preventative Health Services
COST:	\$ 55,965.00
TIME PERIOD:	July 1, 2015 – June 30, 2016
DATED:	September 23, 2015

**BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX**

Catherine M. Williams, Clerk

RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH NEWTON MEDICAL CENTER /AHS HOSPITAL CORPORATION FOR THE PROVIDING OF MEDICAL DIAGNOSTIC SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

WHEREAS, there exists a need for medical diagnostic services to meet the obligations of the New Jersey Cancer Education and Early Detection (NJCEED) Grant for the period of July 1, 2015 through June 30, 2016; and

WHEREAS, the County of Sussex and Newton Medical Center/AHS Hospital Corporation desire to enter into an Agreement setting forth the respective responsibility of the parties in relation to the aforementioned proposal; and

WHEREAS, the funds necessary to pay for said services are available in the budget of the NJCEED Grant account 01-213-41-823-15-435, and have been certified by the County Treasurer in an amount not to exceed \$50,000.00, as evidenced by the attached Treasurer's Certification; and

WHEREAS, Emrick G. Seabold, Acting Administrator/Health Officer, Department of Environmental and Public Health Services, has certified that the value of these services will exceed \$17,500.00, and a copy of the written certification is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby agrees to enter into an Agreement with Newton Medical Center/ AHS Hospital Corporation, in an amount not to exceed \$50,000.00, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), for the purpose of providing medical diagnostic services as delineated in Attachment A; and

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute, on behalf of the County, the Professional Services Agreement, which is annexed hereto and made a part hereof; and

BE IT FURTHER RESOLVED that this Agreement is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the Agreement is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law; and

BE IT FURTHER RESOLVED that inasmuch as this Agreement is awarded without public advertising for competitive bidding under the provisions of the Local Public Contracts Law, as a Professional Services Contract, a notice of award of this Agreement shall forthwith be published once in the New Jersey Herald following passage of this Resolution, as required by law; and

BE IT FURTHER RESOLVED that a copy of this Resolution and the Contract itself is to be made available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

BE IT FURTHER RESOLVED that a signed copy of this Resolution, along with five (5) signed Agreements, be forwarded to Jane Morse, Sussex County Department of Environmental and Public Health Services.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACTS

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are sufficient funds appropriated in the 2015 County Budget appropriation(s) entitled:

Reserve for State Grant Funds
2015/16 NJ Cancer Education and Early Detection Grant
Grant Agreements
01-213-41-823-15-435
01-213-40-823-15-435

For Awarding of an Agreement for:

Medical Diagnostic Services for the period of
July 1, 2015 through June 30, 2016

Amount not to exceed \$50,000.00

To: Newton Medical Center/AHA Hospital Corporation
175 High Street
Newton, N.J. 07860

Robert J. Maikis, Jr., Treasurer

Dated: September 23, 2015

Requisition #:61655

**Resolution Summary
Award of Professional Services Contract**

Resolution: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH NEWTON MEDICAL CENTER /AHS HOSPITAL CORPORATION FOR THE PROVIDING OF MEDICAL DIAGNOSTIC SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

Description of service to be rendered including need for service: Medical Diagnostic Services to meet the obligations of the New Jersey Cancer Education and Early Detection (NJCEED) grant for the period of July 1, 2015 through June 30, 2016.

Firm/Agency recommended for contract: Newton Medical Center/AHS Hospital Corp., 175 High Street, Newton, NJ 07860

\$ amount and term of contract:\$50,000 (July 1,2015 through June 30, 2016.)

Is the contract renewable? No, it is a one year contract as funding for this is dependent upon the NJ Department of Health, NJCEED grant funding from year to year.

Discussion of outcome if contract not awarded: The obligations to the NJCEED grant would not be fulfilled. Sussex County residents who are not insured would not be provided with the follow up diagnostic screening services.

County agency utilizing service: Department of Environmental and Public Health Services, Office of Public Health Nursing.

Selection process:

Was an RFP process utilized? No an RFP process was not utilized.
(if no, provide explanation)

Newton Medical Center is the only medical facility in the County that can provide the range of diagnostic services required for the grant.

Has the service been contracted previously?

If yes – for prior 3 years list:

1st year (10/1/2013 to 6/30/2014): Contract: \$ 68,265.79; Expended: \$21,399.08
Newton Medical Center/AHS Hospital Corp., 175 High Street,
Newton, NJ 07860

2nd year (7/1/2014 to 6/30/2015); Contract: \$ 61,000.00; Expended \$22,569.00
Newton Medical Center/AHS Hospital Corp., 175 High Street,
Newton, NJ 07860

3rd year (7/1/2015 to 6/30/2016) Contract: \$50,000.00; Estimated Expend: \$50,000.00
Newton Medical Center/AHS Hospital Corp., 175 High Street,
Newton, NJ 07860

**AGREEMENT TO PROVIDE MEDICAL DIAGNOSTIC SERVICES
TO
THE COUNTY OF SUSSEX**

Newton Medical Center, AHS Hospital Corp, with offices at 175 High Street, Newton, New Jersey 07860, hereinafter referred to as Newton Medical Center agrees to provide medical diagnostic services under the New Jersey Cancer Education and Early Detection (NJCEED) Grant for the period of July 1, 2015 through June 30, 2016 for THE COUNTY OF SUSSEX, a Political Subdivision of the State of New Jersey with administrative offices at the Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as the County.

**MEDICAL DIAGNOSTIC SERVICES TO THE COUNTY OF SUSSEX FOR THE NEW
JERSEY CANCER EDUCATION AND EARLY INTERVENTION GRANT**

1. Scope of Work

Newton Medical Center agrees to provide medical diagnostic services to the clients who qualify under the NJCEED Grant. Such services will be rendered at the Newton Medical Center site, 175 High Street, Newton, New Jersey 07860. Services and related costs are set forth in APPENDIX III NJCEED 2015-16 FEE SCHEDULE BASED ON THE NEW JERSEY MEDICARE REIMBURSEMENT RATES, attached hereto.

2. Compensation

Newton Medical Center agrees to be reimbursed for the medical diagnostic services based upon the current Medicare rate for services in an amount not to exceed \$50,000.

3. Performance

Diagnostic services will be provided at the Newton Medical Center's laboratory, imaging center and exam rooms, located at 175 High Street, Newton, NJ 07860. Services will be as needed, depending on when diagnostic mammograms are required, prostate clinics are scheduled, colonoscopy services required per stool screening, and laboratory services as needed. All diagnostic results will be provided to the Office of Public Health Nursing located at 201 Wheatsworth Road, Hamburg, NJ 07419. Newton Medical Center agrees to be reimbursed for medical diagnostic services based on the Medicare rate as contained in and are hereby attached as APPENDIX III NJCEED 2015-16 FEE SCHEDULE BASED ON THE NEW JERSEY MEDICARE REIMBURSEMENT RATES.

Newton Medical Center will provide the diagnostic results to the Office of Public Health Nursing. The Office of Public Health Nursing will forward the screening results as well as any further action that may be required, to the client.

4. Compliance with regulations

Newton Medical Center shall ensure compliance with all applicable laws, statutes, ordinances, rules and regulations when providing the services under this Contract, Newton Medical Center further agrees that its physician/diagnostic staff will maintain at all times during the term of this Contract a current license to practice medicine and/or nursing in the State of New Jersey.

LIMIT OF SERVICES

Newton Medical Center agrees to ensure all services performed conform to the terms and conditions of this Contract. It is expressly agreed by Newton Medical Center that the County will not compensate Newton Medical Center for any services not within the scope of the diagnostic services. Newton Medical Center shall ensure services meet or exceed accepted professional standards as to quality of care, safety and efficiency.

TERM OF CONTRACT

Newton Medical Center agrees to perform the medical diagnostic services under this Contract for the period of July 1, 2015 to June 30, 2016.

STANDARDS OF PERFORMANCE

Newton Medical Center agrees to notify the County within ten (10) working days of (1) any finding by a licensing authority which restricts, suspends or revokes any license of its affiliate's professional staff or accreditation or which could result in such restriction, suspension or revocation or (2) any reduction or lapse in professional liability insurance coverage; or (3) any other event which might materially adversely affect their ability to carry out the duties and obligations under this Contract.

INSURANCE

Professional liability insurance in the minimum amount of one million (\$1,000,000.00) dollars per claim/three million (\$3,000,000.00) dollars in the aggregate. A Certificate evidencing such insurance shall be provided to the County of Sussex upon request. The Newton Medical Center shall immediately notify the County in the event of termination of or change in such insurance.

INDEPENDENT CONTRACTOR

In performing the services and incurring expenses under this Contract, Newton Medical Center shall operate as, and have the status of an independent contractor and shall not act as agent or be an agent of the County. As an independent contractor, Newton Medical Center shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for personnel engaged in the performance of the services.

In accordance with said status as independent contractor, Newton Medical Center covenants and agrees that neither it nor its representatives, employees or agents will hold themselves out as, nor claim to be, Officers or employees of the County or of any department, agency or unit thereof, by reason hereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an Officer or employee of the Court, including but not limited to, Worker's Compensation coverage, health coverage, unemployment insurance benefits, Social Security coverage or employee retirement membership or credit.

ASSIGNMENT/SUBCONTRACTING

Newton Medical Center shall not assign, in whole or in part, or subcontract any of its rights, interests or obligations under this Contract or subcontract any of the services to be performed by it under this Contract. Any such subcontract, assignment, transfer, conveyance or other disposition shall be void and will not be compensated.

TERMINATION

Either party may, by three (3) months written notice to the other, effective upon mailing, terminate this Contract at any time for any reason. This Contract shall be terminated automatically upon the suspension, revocation, or non-renewal of any license, permit, approval or certificate issued to Newton Medical Center to enter into and carry out its obligation under this Contract.

Termination shall have no effect upon the rights and obligations of the parties arising out of services that have been initiated but are not yet complete at the time of termination. Upon termination Newton Medical Center will complete any care for which it is rendering services to clients under the rules and conditions of this Contract unless Newton Medical Center is otherwise prohibited from providing such care for the reasons outlined in the preceding paragraph.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
(Revised April 2010) IS ATTACHED HERETO AS EXHIBIT A
GOODS, PROFESSIONAL SERVICE AND GENERAL CONTRACTS**

NEWTON MEDICAL CENTER

BY: _____
Joseph A. Di Paolo, President

COUNTY OF SUSSEX

BY: _____
Phillip R. Crabb, Freeholder Director

Catherine M. Williams, Clerk

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Certification of Value

I, Emrick G. Seabold, Acting Administrator/Health Officer, Department of Environmental and Public Health Services, of the County of Sussex do hereby certify that the Contract to be awarded, to Newton Medical Center, AHS Hospital Corporation, whose address is 175 High Street, Newton, NJ 07860, to provide medical diagnostic services to the NJ Cancer Education and Early Detection qualified clients for the County of Sussex, may exceed the sum of \$17,500.00 during the term of the Contract.

Date: September 23, 2015

Emrick G. Seabold, Acting Administrator/Health Officer
of the County of Sussex

NOTICE OF CONTRACT AWARD

The Sussex County Board of Chosen Freeholders has awarded an Agreement without competitive bidding as a "Professional Service" pursuant to N.J.S.A. 40A:11-5 (1)(a)(i). The Resolution and the Agreement, acting as the contract authorizing it, are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

AWARDED TO:	Newton Medical Center/AHS Hospital Corporation 175 High Street, Newton, NJ 07860
SERVICES:	Medical Diagnostic Services
COST:	\$ 50,000.00
TIME PERIOD:	July 1, 2015 through June 30, 2016
DATED:	September 23, 2015

**BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX**

Catherine M. Williams, Clerk

APPENDIX III

NJCEED 2014 -15 FEE SCHEDULE BASED ON THE NEW JERSEY MEDICARE REIMBURSEMENT RATES

(Amounts listed are the maximum allowable costs per procedure - grantees must negotiate for prices at or below those listed)

CPT CODE		AREA 01 ^	AREA 99 ^^
BREAST CODES			
77057 Screening Mammogram, <i>Bilateral (2 view film study of each breast)</i>	Global	93.91	90.35
7705726	Professional	38.58	37.67
77057TC	Technical	55.33	52.68
77055 Mammography, <i>Diagnostic Follow-up, Unilateral</i>	Global	102.78	98.80
7705526	Professional	38.58	37.67
77055TC	Technical	64.21	61.13
77056 Mammography, <i>Diagnostic Follow-up, Bilateral</i>	Global	132.31	127.14
7705626	Professional	47.82	46.70
77056TC	Technical	84.49	80.44
G0202 Screening Mammogram, <i>Digital, Bilateral</i>	Global	155.61	149.08
G020226	Professional	38.15	37.27
G0202TC	Technical	117.46	111.81
G0204 Diagnostic Mammogram, <i>Digital, Bilateral</i>	Global	189.37	181.44
G020426	Professional	47.82	46.70
G0204TC	Technical	141.54	134.74
G0206 Diagnostic Mammogram, <i>Digital, Unilateral</i>	Global	149.27	143.05
G020626	Professional	38.15	37.27
G0206TC	Technical	111.12	105.78
77053 Mammary Ductogram or galactogram, single duct	Global	66.96	64.24
7705326	Professional	19.66	19.20
77053TC	Technical	47.30	45.04
Breast MRI can be reimbursed by the NBCCEDP in conjunction with a mammogram when a client has a BRCA mutation, a first-degree relative who is a BRCA carrier, or a lifetime risk of 20-25% or greater as defined by risk assessment models such as BRCAPRO that are largely dependent on family history.			
Breast MRI			
STATE PREAPPROVAL REQUIRED			
77058 MRI, breast, with and/or without contrast, <i>unilateral</i>	Global	691.41	660.55
7705826	Professional	98.18	95.89
77058TC	Technical	593.23	564.66
STATE PREAPPROVAL REQUIRED			
77059 MRI, breast, with and/or without contrast, <i>bilateral</i>	Global	684.02	653.52
7705926	Professional	98.18	95.89
77059TC	Technical	585.84	557.63
Breast Ultrasound			
76641 Ultrasound, <i>complete</i> examination of breast including axilla, <i>unilateral</i>	Global	137.02	131.54
7664126	Professional	44.25	43.22
76641TC	Technical	92.77	88.32
76642 Ultrasound, <i>limited</i> examination of breast including axilla, <i>unilateral</i>	Global	112.36	108.00
7664226	Professional	41.30	40.34
76642TC	Technical	71.07	67.66

76942 Ultrasonic guidance for needle placement, imaging supervision and interpretation	Global	74.60	72.02
7694226	Professional	39.54	38.64
76942TC	Technical	35.05	33.38

CPT CODE		AREA 01^	AREA 99^^
76098 Radiological examination, <u>surgical specimen</u>	Global	20.28	19.56
7609826	Professional	9.70	9.47
76098TC	Technical	10.58	10.09
19000 - Puncture aspiration of cyst of breast		143.16/53.12*	137.63/51.94*
19001 - Puncture aspiration of cyst, of breast <u>each additional cyst, used with 19000</u>		33.04/26.58*	32.13/25.98*
19100 – Breast biopsy, <u>percutaneous</u>, needle core, not using imaging guidance		190.88/85.61*	184.03/83.84*
19101 - Breast biopsy, <u>open, incisional</u>		427.32/273.57*	412.65/266.31*
19120 - <u>Excision</u> of cyst, fibroadenoma, or other benign or malignant tumor, aberrant breast tissue, nipple or areolar lesion; <u>open; one or more lesions</u>		611.41/508.41*	592.87/495.31*
19125 - <u>Excision</u> of breast lesion identified by <u>preoperative placement of radiological marker</u>; <u>open; single lesion</u>		678.84/565.25*	658.55/550.45*
19126 - <u>Excision</u> of breast lesion identified by preoperative placement of radiological marker; open; <u>each additional lesion separately identified by a preoperative radiological marker</u>		180.61/180.61*	176.90/176.90*
19081 - Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; <u>stereotactic guidance; first lesion</u>		851.36/204.03*	815.50/199.39*
19082 - Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; <u>stereotactic guidance; each additional lesion</u>		704.08/102.01*	672.72/99.68*
19083 - Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; <u>ultrasound guidance; first lesion</u>		831.87/201.17*	797.08/196.80*
19084 - Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; <u>ultrasound guidance; each additional lesion</u>		677.89/96.13*	647.64/93.93*
19085 - Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; <u>magnetic resonance guidance; first lesion</u>		1321.41/ 244.69*	1264.35/ 239.55*
19086 - Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; <u>magnetic resonance guidance; each additional lesion</u>		1063.02/ 115.13*	1014.73/ 112.55*
19281 - Placement of breast localization device, <u>percutaneous; mammographic guidance; first lesion</u>		302.19/ 123.97*	290.75/ 121.13*
19282 - Placement of breast localization device, <u>percutaneous; mammographic guidance; each additional lesion</u>		213.80/ 62.82*	205.11/ 61.41*
19283 - Placement of breast localization device, <u>percutaneous; stereotactic guidance; first lesion</u>		346.05/ 124.43*	332.50/ 121.56*

CPT CODE	AREA 01^	AREA 99^^
19284 - Placement of breast localization device, percutaneous; <u>stereotactic guidance; each additional lesion</u>	258.58/ 63.28*	247.73/ 61.85*
19285 - Placement of breast localization device, percutaneous; <u>ultrasound guidance; first lesion</u>	573.60/ 105.89*	548.60/ 103.44*
19286 - Placement of breast localization device, percutaneous; <u>ultrasound guidance; each additional lesion</u>	490.81/ 53.56*	468.51/ 52.35*
19287 - Placement of breast localization device, percutaneous; <u>magnetic resonance guidance; first lesion</u>	1124.71/ 167.11*	1074.87/ 163.46*
19288 - Placement of breast localization device, percutaneous; <u>magnetic resonance guidance; each additional lesion</u>	908.36/ 81.44*	866.65/ 79.59*
10021 -Fine needle aspiration (FNA) <u>without imaging guidance</u>	187.61/84.65*	180.68/82.68*
10022 - Fine needle aspiration(FNA) <u>with imaging guidance</u>	178.03/80.14*	171.49/78.33*
88172 Cytopathology, <u>evaluation of fine needle aspirate</u> ; immediate cytohistologic study to determine adequacy of specimen(s)	69.51	67.15
8817226	44.15	42.99
88172TC	25.36	24.16
88173 Cytopathology, <u>evaluation of fine needle aspirate</u> ; interpretation and report	187.95	180.86
8817326	85.52	83.33
88173TC	102.43	97.53
CERVICAL:		
88164 - Cytopathology (conventional Pap test), slides cervical or vaginal in the Bethesda System; <u>manual screening under physician supervision</u>	14.38	14.38
88165 - Cytopathology (conventional Pap test), slides cervical or vaginal in the Bethesda System; manual screening and <u>rescreening under physician supervision</u>	14.38	14.38
88141 - Cytopathology, cervical or vaginal, any reporting system, <u>requiring interpretation by physician</u>	35.49/35.49	34.29/34.29
88142 - Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; <u>manual screening under physician supervision</u>	27.57	27.57
88143 - Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; <u>manual screening and rescreening under physician supervision</u>	27.57	27.57
88174 - Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; <u>screening by automated system, under physician supervision</u>	28.90	28.90
88175 - Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; <u>screening by automated system and manual rescreening, under physician supervision</u>	34.88	34.88

CPT CODE		AREA 01^	AREA 99^^
HPV Testing – HPV DNA testing is a reimbursable procedure if used for screening in conjunction with Pap testing or for follow-up of an abnormal Pap result or surveillance as per ASCCP guidelines. It is not reimbursable as a primary screening test for women of all ages or as an adjunctive screening test to the Pap test for women under 30 years of age.			
87624 - Papillomavirus, Human – HPV Test (High Risk Typing, only)		47.76	47.76
57452 - Colposcopy of the cervix (<i>without biopsy</i>)		134.06/ 112.82*	130.08/ 109.87
57454 - Colposcopy of the cervix, <i>with biopsy and endocervical curettage (ECC)</i>		186.84/ 165.60*	181.65/ 161.43*
57455 – Colposcopy of the cervix, <i>with biopsy</i>		175.91/ 134.35*	170.71/ 131.16*
57456 – Colposcopy of the cervix, <i>with endocervical curettage (ECC)</i>		165.71/ 125.08*	160.75/ 122.08*
57460 – Colposcopy <i>with loop electrode (biopsy(s))</i> of the cervix		352.38/ 197.24*	340.01/ 192.36*
57461 - Colposcopy <i>with loop electrode conization</i> of the cervix		397.63/ 227.26*	384.11/ 221.96*
56501 - Cryosurgery - Destruction of lesion(s), vulva; simple (SF)		162.24/ 141.46*	157.02/ 137.24*
56515 - Cryosurgery - Destruction of lesion(s), vulva; extensive (SF)		279.10/ 246.78*	270.80/ 240.04*
57061- Cryosurgery Destruction of lesion(s), vaginal; simple (SF)		141.74/ 121.88*	137.06/ 118.16*
57065 - Cryosurgery Destruction of lesion(s), vaginal; extensive (SF)		241.34/ 214.56*	234.23/ 208.75*
57511 - Cryocautery, of cervix (SF)		178.94/ 162.32*	173.52/ 157.70*
57500 - Cervical biopsy, single or multiple, or local excision of lesion <i>with or without fulguration</i> (separate procedure)		160.37/ 92.96*	154.61/ 90.45*
57505 - Endocervical curettage (<i>not done as part of a dilation and curettage</i>)		126.26/ 113.79*	122.13/ 110.27*
57520 - Conization of Cervix, with or without fulguration, with or without dilation and curettage, with or without repair; <i>cold knife or laser</i>		377.16/ 336.99*	365.87/ 327.64*
57522 – Loop electrode excision procedure (<i>LEEP</i>)		322.78/ 298.31*	313.26/ 289.97*
58100 - Endometrial sampling <i>with or without endocervical sampling without cervical dilation, any method (separate procedure)</i>		133.50/ 105.80*	129.55/ 103.19*
58110 - Endometrial sampling (biopsy) performed in conjunction with		58.62/	57.06/

colposcopy (list separately in addition to code for primary procedure)		49.85*	48.71*
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CPT CODE		AREA 01^	AREA 99^^
Ultrasound, Transvaginal - STATE PREAPPROVAL REQUIRED (SF)		155.71	149.27
76830		42.16	41.18
7683026		113.55	108.09
76830TC			
Echography, Pelvic (Non-obstetric) B - Scan &/or Real Time with Image Documentaion; Complete STATE PREAPPROVAL REQUIRED (SF)			
76856		139.16	133.48
7685626		40.85	39.89
76856TC		98.31	93.59
PROSTATE: All State Funded Procedures			
84153 - Screening Prostate Specific Antigen Total (PSA) (SF)		25.03	25.03
84154 - Free Prostate Specific Antigen (PSA) (SF)		25.03	25.03
G0102 - Digital Rectal Examination (DRE) (SF) (may be used when an office visit is not billable)		24.42/ 10.56	23.49/ 10.31
Transrectal Ultrasound (SF)			
76872		117.96	113.28
7687226		39.96	39.02
76872TC		77.99	74.25
55700 - Biopsy, Prostate; needle punch single or multiple, any approach (SF)		269.99/ 169.79*	261.10/ 165.74*
Ultrasonic guidance for needle biopsy (SF)			
76942		74.60	72.02
7694226		39.54	38.64
76942TC		35.05	33.38
COLORECTAL: All State Funded Procedures			
82270 - Fecal Occult Blood Test (FOBT) (SF)		4.43	4.43
82274 - FIT: Blood, occult, by fecal hemoglobin determination by immunoassay, qualitative, feces, 1-3 simultaneous determinations (SF)		21.65	21.65
45330 - Flexible Sigmoidoscopy; diagnostic with or without collection of specimen(s) by brushing or washing (separate procedure) (SF)		174.67/ 78.63	167.87/ 76.46
45331 – Flexible Sigmoidoscopy with biopsy, single or multiple (SF)		207.25/92.74	199.18/90.20
45333 - Flexible Sigmoidoscopy with removal of tumor(s), polyp(s) or other lesion(s) by hot biopsy forceps or bipolar cautery (SF)		379.64/ 135.39	364.38/ 131.92
45334 - Flexible Sigmoidoscopy with control of bleeding any method (SF)		182.61	177.99
45335 Flexible Sigmoidoscopy with submucosal injection (SF)		352.60/113.43	338.07/110.44
45338 - Flexible Sigmoidoscopy with removal of tumor(s), polyp(s), or other lesion(s) by snare technique (SF)		405.00/ 172.29	389.40/ 167.92

CPT CODE		AREA 01^	AREA 99^^
G6022 - Flexible Sigmoidoscopy with ablation of tumor(s), polyp(s), other lesion(s) not amendable to removal by hot biopsy forceps, bipolar cautery or snare techniques (SF)		422.02/ 218.86*	406.57/ 213.21*
45378 - Colonoscopy; diagnostic, flexible, proximal to splenic flexure; with or without collection of specimen(s) by brushing or washing with or without decompression (separate procedure) (SF)		446.84/ 241.03*	430.98/ 235.09*
45380 - Colonoscopy with biopsy, single or multiple (SF)		581.59/314.72*	560.99/306.98*
45381 - Colonoscopy with submucosal injection (SF)		585.84/298.19*	564.61/290.84*
45382 - Colonoscopy with control of bleeding, any method (SF)		756.00/399.10*	729.03/389.33*
45383 - Colonoscopy with ablation of Tumor(s), polyp(s) or other lesion(s) NOT amendable to removal by hot biopsy forceps, bipolar cautery or snare techniques (SF)		643.51/ 374.60*	620.34/ 364.61*
45384 - Colonoscopy with lesion removal with hot biopsy forceps, bipolar cautery (SF)		581.25/329.62*	561.18/321.68*
45385 - Colonoscopy with removal of tumor(s), polyp(s) or other lesion(s) by snare technique (SF)		654.79/ 373.15*	632.12/ 364.05
Contrast Barium Enema (SF)			
74270	Global	189.91	181.80
7427026	Professional	41.74	40.76
74270TC	Technical	148.17	141.05
CPT CODES BIOPSY INTERPRETATION: BREAST, CERVIX, (PROSTATE AND COLORECTAL - SF ONLY)			
Biopsy Interpretations			
88305 - Surgical pathology, gross & microscopic examination	Global	89.96	86.69
8830526	Professional	46.13	44.96
88305TC	Technical	43.83	41.73
88307 - Surgical pathology, gross & microscopic examination; requiring microscopic evaluation of surgical margins	Global	386.26	369.90
8830726	Professional	101.92	99.23
88307TC	Technical	284.34	270.67
88331 – Pathology consultation during surgery, 1st tissue block with frozen section(s) single specimen	Global	126.76	122.32
8833126	Professional	76.47	74.44
88331TC	Technical	50.29	47.89
88332 Pathology consultation during surgery, each additional block with frozen section(s)	Global	50.61	48.95
8833226	Professional	34.58	33.68
88332TC	Technical	16.03	15.27
88341 Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure	Global	77.68	74.50
8834126	Professional	23.61	23.02
88341TC	Technical	54.06	51.47
88342 - Immunohistochemistry or immunocytochemistry, per specimen;	Global	103.30.	99.24

<i>initial single antibody stain procedure</i>			
8834226	Professional	39.52	38.51
88342TC	Technical	63.78	60.73

CPT CODE		AREA 01^	AREA 99^^
CPT CODES - OFFICE VISITS: BREAST, CERVIX, (PROSTATE AND COLORECTAL - SF ONLY)			
New Patient Visits			
99201 - New Patient; history, exam, straightforward decision-making; 10 minutes		49.41/ 29.13*	47.71/ 28.40*
99202 - New Patient; <u>expanded</u> history, exam, straightforward decision-making; 20 Minutes		83.80/ 54.64*	81.06/ 53.30*
99203 - New Patient; <u>detailed</u> history, exam, straightforward decision-making; 30 minutes		121.20/ 84.01*	117.42/ 82.02*
99204 - New Patient; <u>comprehensive</u> history, exam, moderate complexity decision-making; 45 minutes		183.03/ 142.04*	177.68/ 138.66*
99205 - New Patient; comprehensive history, exam, <u>high complexity</u> decision-making; 60 minutes		229.34/ 184.54*	222.81/ 180.17*
Established Patient Visits			
99211 - Established Patient; evaluation and management, may not require presence of physician; 5 minutes		22.72/ 10.04*	21.87/ 9.80*
99212 - Established Patient; history, exam, straightforward decision-making; 10 minutes		49.41/ 27.86*	47.71/ 27.203
99213 - Established Patient; <u>expanded</u> history, exam, straightforward decision-making; 15 minutes		81.09/ 55.31*	78.51/ 53.98*
99214 - Established Patient; <u>detailed</u> history, exam, <u>moderately</u> complex decisionmaking; 25 minutes		120.11/ 85.45	116.39/ 83.41
Consultation Visits - No Longer Allowed As per CMS Rules - use appropriate New Patient Visit Codes Above			
The following Preventive Medicine Codes can only be used if specifically required by an institution – >>They can only be reimbursed at the rate of the new & established 992XX codes listed above.			
99385 - Initial Preventive Medicine Evaluation C 18-39 years		>>	>>
99386 - Initial Preventive Medicine Evaluation C 40-64 years		>>	>>
99387 - Initial Preventive Medicine Evaluation C 65 years & older		>>	>>
99395 - Periodic Preventive Medicine Evaluation C 18-39 years		>>	>>
99396 - Periodic Preventive Medicine Evaluation C 40-64 years		>>	>>
99397 - Periodic Preventive Medicine Evaluation C 65 years & older		>>	>>
00400 Anesthesia Billing (CDC funded for age-appropriate women otherwise SF)		\$350.00 per procedure	
*The lower amount applies when service is performed in a facility setting as follows: 21 Inpatient Hospital, 22 Outpatient Hospital, 23 Emergency Room-Hospital, 24 Ambulatory Surgical Center, 51 Inpatient Psychiatric Facility, 61 Comprehensive Inpatient Rehabilitation Facility, 62 Comprehensive Outpatient Rehabilitation Facility, 62 Comprehensive Outpatient Rehabilitation Facility			
^Area 01 includes the following counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union, Warren			
^^Area 99 includes the following counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Monmouth, Mercer, Ocean, Salem			

RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH MULTI-DIAGNOSTICS SERVICES, INC. FOR THE PROVIDING OF MAMMOGRAPHY SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

WHEREAS, there exists a need for mammography services to meet the obligations of the New Jersey Cancer Education and Early Detection (NJCEED) Grant for the period of July 1, 2015 through June 30, 2016; and

WHEREAS, the County of Sussex and Multi-Diagnostic Services, Inc. desire to enter into an Agreement setting forth the respective responsibility of the parties in relation to the aforementioned proposal; and

WHEREAS, the funds necessary to pay for said services are subject to adequate funds being received from the State of New Jersey and appropriated in the Reserve for Grant Funds through a Chapter 159 budget amendment in the 2015 budget appropriation entitled NJCEED Grant account 01-213-41-823-15-435, in an amount not to exceed \$46,683.00, as evidenced by the attached Treasurer's Certification; and

WHEREAS, Emrick G. Seabold , Acting Administrator/Health Officer, Department of Environmental and Public Health Services, has certified that the value of these services will exceed \$17,500.00, and a copy of the written certification is attached hereto; and

WHEREAS, Multi-Diagnostic Services, Inc. has executed a certification, which is attached hereto and made a part hereof, that the business entity has not made a contribution that would bar the award of this contract, and the business entity will continue to report to the Election Law Enforcement Commission any contribution that would violate the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 et seq.) during the term of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby agrees to enter into an Agreement with Multi-Diagnostic Services, Inc., in an amount not to exceed \$46,683.00, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), for the purpose of providing mammography services as delineated in Attachment A; and

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute, on behalf of the County, the Professional Services Agreement, which is annexed hereto and made a part hereof; and

BE IT FURTHER RESOLVED that this Agreement is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the Agreement is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law; and

BE IT FURTHER RESOLVED that inasmuch as this Agreement is awarded without public advertising for competitive bidding under the provisions of the Local Public Contracts Law, as a Professional Services Contract, a notice of award of this Agreement shall forthwith be published once in the New Jersey Herald following passage of this Resolution, as required by law; and

BE IT FURTHER RESOLVED that a copy of this Resolution and the Contract itself is to be made available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

BE IT FURTHER RESOLVED that a copy of this Resolution, along with two (2) Agreements, be forwarded to Jane Morse, Sussex County Department of Environmental and Public Health Services.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT

I, Robert J. Maikis, Jr., Treasurer/CFO, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are sufficient funds appropriated in the 2015 County Budget appropriation(s) entitled:

Reserve for State Grant Funds
2015/16 New Jersey Cancer Education and
Early Detection Grant
Grant Agreements
01-213-41-823-15-435
01-213-40-823-15-435

For the awarding of Agreements for:

Mammography Services for the period of
July 1, 2015 through June 30, 2016

Amount not to exceed \$46,683.00

To: Multi-Diagnostic Services
139-16 91st Avenue
Jamaica, New York, 11435

Robert J. Maikis, Jr., Treasurer

Dated: September 23, 2015

Requisition #: 61673

**Resolution Summary
Award of Professional Services Contract**

Resolution: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH MULTI-DIAGNOSTICS SERVICES, INC. FOR THE PROVIDING OF MAMMOGRAPHY SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

Description of service to be rendered including need for service: Screening mammography services with their staffed mobile van at locations throughout Sussex County.

Service is required to meet the obligations of the New Jersey Cancer Education and Early Detection (NJCEED) Grant for the period of July 1, 2015 through June 30, 2016

Firm/Agency recommended for contract: Multi-Diagnostics, Inc, 139-16 91st Avenue, Jamaica, NY 11435

\$ Amount and term of contract: Not to exceed \$46,683.00 (\$ 155.61 2015 Medicare rate x 300 patients); term: July 1, 2015 to June 30, 2016.

Is the contract renewable? No, the amount is contingent upon NJ Department of Health, NJ Cancer Education and Early Detection (NJCEED) grant funding.

Discussion of outcome if contract not awarded: Would not be able to meet the obligations of the NJCEED Grant for the 2015-2016 grant year and would not be able to provide breast cancer screening services to the uninsured/underserved residents.

County agency utilizing service: Department of Environmental and Public Health Services, Office of Public Health Nursing.

Selection process:

Was an RFP process utilized? No; Multi-Diagnostic Services, Inc. will perform screening mammograms. They are the only mobile service that can provide services at varying locations throughout the county. Providing services in various locations, particularly in municipalities where minorities and low income women reside, is one goal of the NJCEED grant. They agreed to perform the service for current Medicare rates.

Has the service been contracted previously? Yes. If yes – for prior 3 years list:

1st Year (October 1, 2013 to June 30, 2014); Contract Amount: \$ 44,116.74; Expended: \$21,736.35
Multi-Diagnostics, Inc, 139-16 91st Avenue, Jamaica, NY 11435

2nd Year: (July 1, 2014 to June 30, 2015); Contract Amount: \$ 44,116.74; Expended: \$15,606.64
Multi-Diagnostics, Inc, 139-16 91st Avenue, Jamaica, NY 11435

3rd Year: (July 1, 2015 to June 30, 2016); Contract Amount: \$46,683.00; Expended: Est. 100%

**AGREEMENT TO PROVIDE MAMMOGRAPHY SERVICES
TO
THE COUNTY OF SUSSEX**

Multi-Diagnostic Services, 139-16 91st Avenue, Jamaica, New York, 11435, hereinafter referred to as Multi-Diagnostic Services agrees to provide mammography services for the New Jersey Cancer Education and Early Detection (NJCEED) Grant for the period of July 1, 2015 through June 30, 2016 for THE COUNTY OF SUSSEX, a Political Subdivision of the State of New Jersey with administrative offices at the Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as the County.

**MAMMOGRAPHY SERVICES TO THE COUNTY OF SUSSEX FOR THE NEW
JERSEY CANCER EDUCATION AND EARLY INTERVENTION GRANT**

1. Scope of Work

Multi-Diagnostic Services agrees to provide mammography services to the clients who qualify under the NJCEED Grant. Such services would be rendered at various locations throughout the County, Services and related costs set forth in Addendum 1 attached hereto.

2. Compensation

Multi-Diagnostic Services agrees to be reimbursed for the mammography services based upon current Medicare rates not to exceed \$46,683.00, as per attached Addendum 1.

3. Performance

Multi-Diagnostic Services staff will provide mammogram service with their equipped and staffed mobile van in Sussex County at the Office of Public Health Nursing, 201 Wheatsworth Road, Hamburg, N.J 07419. Other County locations will be determined based on the servicing of a minimum of 22 clients per screening day. Up to 300 clients will be serviced at the Medicare rate (2015) of \$155.61 per mammogram (GO202 Bilateral Screening Mammogram, Digital). The 2016 Medicare rate is determined by Medicare and will be applied as of January 1, 2016.

Multi-Diagnostic Services will provide the screening results by x-ray films and diagnostic interpretation, by hard copy to the Office of Public Health Nursing after each screening day. The Office of Public Health Nursing will forward the screening results as well as any further action that may be required, to the client.

4. Compliance with regulations

Multi-Diagnostic Services shall ensure compliance with all applicable laws, statutes, ordinances, rules and regulations when providing the services under this Contract. Multi-Diagnostic Services further agrees that Multi-Diagnostic Services physician/diagnostic staff will maintain at all times during the term of this Contract a current license to practice medicine and/or nursing in the State of New Jersey.

LIMIT OF SERVICES

Multi-Diagnostic Services agrees to ensure all services performed conform to the terms and conditions of this Contract. It is expressly agreed by Multi-Diagnostic Services that the County will not compensate Multi-Diagnostic Services for any services not within the scope of general diagnostic services. Multi-Diagnostic Services shall ensure services meet or exceed accepted professional standards as to quality of care, safety and efficiency.

TERM OF CONTRACT

Multi-Diagnostic Services agrees to perform the mammography services under this Contract for the period of July 1, 2015 to June 30, 2016.

STANDARDS OF PERFORMANCE

Multi-Diagnostic Services agrees to notify the County within ten (10) working days of (1) any finding by a licensing authority which restricts, suspends or revokes any license of its affiliate's professional staff or accreditation or which could result in such restriction, suspension or revocation or (2) any reduction or lapse in professional liability insurance coverage; or (3) any other event which might materially adversely affect their ability to carry out the duties and obligations under this Contract.

INSURANCE

Multi-Diagnostic Services shall secure and maintain a policy of professional liability insurance in an amount of not less than \$1,000,000/\$3,000,000 total arising from any one (1) injury which policy will cover all services performed under the terms of this Contract. Multi-Diagnostic Services shall name the County as an additional insured on its professional liability insurance policy and will provide the County with Certificate of Insurance naming the County as an additional insured. Multi-Diagnostic Services shall maintain said policy in full force and effect at all times during the term of this Contract.

INDEPENDENT CONTRACTOR

In performing the services and incurring expenses under this Contract, Multi-Diagnostic Services shall operate as, and have the status of an independent contractor and shall not act as agent or be an agent of the County. As an independent contractor, Multi-Diagnostic Services shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for personnel engaged in the performance of the services.

In accordance with said status as independent contractor, Multi-Diagnostic Services covenants and agrees that neither it nor its representatives, employees or agents will hold themselves out as, nor claim to be, Officers or employees of the County or of any department, agency or unit thereof, by reason hereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an Officer or employee of the Court, including but not limited to, Worker's Compensation coverage, health coverage, unemployment insurance benefits, Social Security coverage or employee retirement membership or credit.

ASSIGNMENT/SUBCONTRACTING

Multi-Diagnostic Services shall not assign, in whole or in part, or subcontract any of its rights, interests or obligations under this Contract or subcontract any of the services to be performed by it under this Contract. Any such subcontract, assignment, transfer, conveyance or other disposition shall be void and will not be compensated.

TERMINATION

Either party may, by three (3) months written notice to the other, effective upon mailing, terminate this Contract at any time for any reason. This Contract shall be terminated automatically upon the suspension, revocation, or non-renewal of any license, permit, approval or certificate issued to Multi-Diagnostic Services to enter into and carry out its obligation under this Contract.

Termination shall have no effect upon the rights and obligations of the parties arising out of services that have been initiated but are not yet complete at the time of termination. Upon termination Multi-Diagnostic Services will complete any care for which it is rendering services to clients under the rules and conditions of this Contract unless Multi-Diagnostic Services is otherwise prohibited from providing such care for the reasons outlined in the preceding paragraph.

POLITICAL CONTRIBUTIONS

This Agreement has been awarded to the Multi-Diagnostic Services based on the merits and abilities of the Multi-Diagnostic Services to provide the services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Multi-Diagnostic Services does hereby attest that it and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in Sussex County if a member of that political party is serving in an elective public office of Sussex County when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of Sussex County when the Agreement is awarded. Multi-Diagnostic Services shall submit a list of political contributions made by it pursuant to N.J.S.A. 19:44-20.26.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
(Revised April 2010) IS ATTACHED HERETO AS EXHIBIT A
GOODS, PROFESSIONAL SERVICE AND GENERAL CONTRACTS**

MULTI-DIAGNOSTICS SERVICES, INC

BY: _____
Donna Donato, Administrator

COUNTY OF SUSSEX

BY: _____
Phillip R. Crabb, Freeholder Director

Catherine M. Williams, Clerk

ADDENDUM 1

Multi-Diagnostic Services, Inc

Mammography services provided at current Medicare rate.

2015 Medicare Rate: Bilateral Screening Mammogram, Digital: \$155.61

2016 Medicare Rate: Bilateral Screening Mammogram, Digital: to be determined by Medicare January 1, 2016.

Screening digital mammograms, including radiology report for approximately 300 clients:

$300 \times \$155.61 = \$46,683.00$ (based upon 2015 Medicare rates)

A minimum of 22 patients will be required at the clinic for the van to arrive onsite to provide mammography services in Sussex County. If less than 22 patients are imaged, the County of Sussex agrees to compensate Multi-Diagnostics the minimum rate of \$3,423.42 (Medicare rate of \$ 155.61 x 22 patients) for the day.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allan M. Block Agency, Inc. 24 So. Broadway Tarrytown, NY 10591-	CONTACT NAME:	
	PHONE (A/C, No, Ext): 914-631-4353	FAX (A/C, No): 914-631-2930
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Graphic Arts Mutual Ins. Co.		25984
INSURER B : Utica National Ins. of Ohio		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			3611149	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CULP4168286	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
SUSSEX2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Sussex County Office of Public Health Nursing 201 Wheatsworth Road Hamburg, NJ 07419	AUTHORIZED REPRESENTATIVE <i>Edward L. Schultz</i>

Certification of Value

I, Emrick G. Seabold, Acting Administrator/Health Officer, Department of Environmental and Public Health Services, of the County of Sussex do hereby certify that the

Contract to be awarded, to Multi-Diagnostic Services, whose address is 139-16 91st Avenue, Jamaica, New York, 11435, to provide mammography services to the NJ Cancer Education and Early Detection qualified clients for the County of Sussex, may exceed the sum of \$17,500.00 during the term of the Contract.

Date: September 23, 2015

Emrick G. Seabold, Acting Administrator/Health Officer
of the County of Sussex

NOTICE OF CONTRACT AWARD

The Sussex County Board of Chosen Freeholders has awarded an Agreement without competitive bidding as a "Professional Service" pursuant to N.J.S.A. 40A:11-5 (1)(a)(i). The Resolution and the Agreement, acting as the contract authorizing it, are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

AWARDED TO:	Multi-Diagnostic Services, 139-16 91 st Avenue, Jamaica, New York, 11435
SERVICES:	Mammography Services
COST:	\$ 46,683.00
TIME PERIOD:	July 1, 2015 – June 30, 2016
DATED:	September 23, 2015

**BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX**

Catherine M. Williams, Clerk

RESOLUTION RE: REAPPOINTMENT OF DIANE L. WEXLER TO THE BOARD OF EDUCATION OF THE SUSSEX COUNTY VOCATIONAL-TECHNICAL SCHOOL FOR A TERM OF FOUR (4) YEARS. SAID TERM TO BEGIN NOVEMBER 1, 2015 AND EXPIRE OCTOBER 31, 2019

WHEREAS, the Board of Chosen Freeholders has reviewed the qualifications and expertise of Diane L. Wexler and she has been deemed qualified to serve in said position.

NOW, THEREFORE, BE IT RESOLVED that Diane L. Wexler be and she is hereby reappointed as a member of the Board of Education of the Sussex County Vocational-Technical School for a term of four (4) years. Said term to begin November 1, 2015 and expiring October 31, 2019; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Diane L. Wexler, 6 Lawrence Drive, Highland Lakes, NJ 07422; and the Sussex County Technical School Board Secretary; and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the Board
on this 23rd day of September, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: REAPPOINTMENT OF RACHEL HELT AND JERILYN DOHERTY AS MEMBERS OF THE SUSSEX COUNTY MENTAL HEALTH BOARD FOR A TERM OF THREE (3) YEARS BEGINNING IMMEDIATELY AND EXPIRING JUNE 30, 2018

WHEREAS, pursuant to the Sussex County Administrative Code, the Sussex County Mental Health Board, as required by the Rules and Regulations Governing Mental Health Services and State Aid under the Community Mental Health Services Act (N.J.S.A. 30:9A), revised as of September 1, 1980, was established consisting of seven (7) to twelve (12) members for terms of three (3) years; and

WHEREAS, the Sussex County Mental Health Board recommends that Rachel Helt and Jerilyn Doherty be reappointed as members of the Mental Health Board with a term of three (3) years, beginning immediately and expiring on June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders does hereby reappoints Rachel Helt and Jerilyn Doherty as members of the Sussex County Mental Health Board for a term beginning immediately and expiring on June 30, 2018; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be sent to Rachel Helt, Acting Director, Family Support Organization, 67 Spring Street, Newton, NJ 07860; Jerilyn Doherty, 32 Maple Tree Lane, Sparta, NJ 07871; and the Mental Health Advisory Board.

Certified as a true copy of a
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: AWARD OF CONTRACT EXTENSION BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF SANDY RELIEF FUNDING FOR HOME REPAIR AND ADVOCACY UNDER THE SERVICES OF RESIDENTIAL MAINTENANCE

WHEREAS, request for proposals for the Sussex County Department of Human Services, Division of Senior Services were advertised for post Sandy repairs for Home Repairs and Advocacy under the services of Residential Maintenance for those Sussex County residents who are 60 and older, or are disabled on March 24, 2014 and publicly received by the Sussex County Bid Proposal Committee on April 22, 2014; and

WHEREAS, the staff from the Sussex County Department of Humans Services, Division of Senior Services and the Review Committee from the Division of Senior Services Advisory Board reviewed the proposals and found that one of the proposals was acceptable and recommended that an award be made to NORWESCAP, Inc. in the amount of \$24,823.00; and

WHEREAS, on May 28, 2014 a Contract was awarded by the Board of Chosen Freeholders to NORWESCAP, Inc., for the period of June 1, 2014 to September 30, 2015 with the County reserving the right to renew and extend said Contract for two (2) additional and consecutive one year periods; and

WHEREAS, on June 10, 2015, the County of Sussex received notification from the New Jersey Department of Human Services – Division of Aging Services that an extension has been approved to continue to expend the funds available and that the Contract has been extended through September 30, 2017; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services wishes to exercise their Contract option and renew this Contract Extension through September 30, 2017.

NOW, THEREFORE, BE IT RESOLVED that upon recommendation of the Sussex County Department of Human Services, Division of Senior Services, the Sussex County Board of Chosen Freeholders does hereby award a Contract Extension for post Sandy repairs for Home Repairs and Advocacy under the services of Residential Maintenance for those Sussex County residents who are 60 and older, or are disabled to NORWESCAP, Inc., for the period extension through September 30, 2017 with no change to the dollar amount of \$24,823.00; and

BE IT FURTHER RESOLVED that the passage of this Resolution shall act as a Contract renewal document for all parties involved; and

BE IT FURTHER RESOLVED that this Contract will be in effect from date of Contract award until September 30, 2017; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to NORWESCAP, INC., 350 Marshall Street, Phillipsburg, NJ 08865; and a copy is available in On-Base.

Certified as a true copy of a
Resolution adopted by the Board
on the 23rd day of September, 2015.

Catherine M, Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Resolution Summary
Other

RESOLUTION RE: AWARD OF CONTRACT EXTENSION BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF SANDY RELIEF FUNDING FOR HOME REPAIR AND ADVOCACY UNDER THE SERVICES OF RESIDENTIAL MAINTENANCE

Description of Resolution:

On June 10, 2015, the New Jersey Department of Human Services sent notification to Sussex County Senior Services that the current Contract for the Sandy Relief Funding for Home Repairs with NORWESCAP, Inc. has been extended to September 30, 2017.

Anthony Garofalo

From: Sydelle Norris
Sent: Wednesday, June 10, 2015 3:32 PM
To: Nancy Day; Laura Otterbourg; Luis Tamayo; Tina Zsenak; Bruce Sutton; Samuel Kearton; John Rountree; Anna Docimo; Barbara Nedohon; Brian Poffel ; Donna Groome; Eileen Doremus; Erica Saganowski (esaganowski@mercercounty.org); Fran Benson; Jackie Rohan; Jaklyn DeVore; Joanne Fetzko; Laila Caune; Laine Nauman (linauman@co.hunterdon.nj.us); Leen Werbrouck; Linda Cushing; Lorraine Hentz; Lorraine Joewono; Marie Marconi (marie.marconi@monmouth.nj.us); Marilu Gagnon; Mary Kuzinski; Maureen Bergeron; Michael Ruane; Natalie Zarrillo (nzarrillo@ucnj.org); Sherri Hinchman; Warren County DHS; Theresa Davis; Andrea Boulton (Andrea.Boulton@co.middlesex.nj.us); Andrea Drenzek; Christy Tracey; ddittmar@co.gloucester.nj.us; dfriedberg@sussex.nj.us; Kathleen Pompper (Kathleen.McBride@salemcountynj.gov); lauras@passaiccountynj.org; ljensen@co.monmouth.nj.us; Lucy Cannizzo (LCannizzo@co.morris.nj.us); mcnellis_cynthia@aclink.org; Richard Schumann (Schumann@co.somerset.nj.us); Sandra Sinon (ssinon@camdencounty.com); Skaiser@co.ocean.nj.us
Cc: Rafter, Sharon (Sharon.Rafter@co.monmouth.nj.us); 'Joe Giraldo' (giraldo_joe@aclink.org); Janet Sharma; Leen Werbrouck; Eric Hugo (ehugo@bergenvolunteers.org); Steve Altman; Barbara Havlik (lifemanagement77@gmail.com); Eugenia Francisco; Michael Dellabella (mdellabella@beof.org); Candace Crane (candace@middlesexltrg.org); Kelli Dixon; John Tritto; Natalie Zarrillo; robin@developmentdirectionsllc.com; Christina Italiano (christina@developmentdirectionsllc.com); Anthony Garofalo; Stephanie Rietze; Marilyn White; Patricia Matthews; Kathy Jackowitz; Dominick Bencivenga; edtobie@aol.com; Frank Lorito; Jeffrey White; Jerry Howell; Vincent Lee
Subject: SSBG Sandy Home Repair & Advocacy Program -- EXTENSION GRANTED

Hi everyone,

Great News: Our Department of Human Services got the extension to spend the SSBG Sandy dollars through September 2017. As a result, the freeze on accepting new applications has been waived. Additional information will be sent shortly.

Sydelle

Sydelle Norris, Quality Assurance Specialist, SSBG Sandy Relief Project
Area Agency on Aging Administration
Division of Aging Services
Department of Human Services
Mailing Address: Bldg. 12D, Quaker Bridge Plaza | PO Box 807 | Trenton, NJ 08625
Physical Address: Building 12 D | 3470 Quakerbridge Plaza Drive | Mercerville, NJ 08619
609-588-0172 | Fax No. 609- 588-3326

RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF SANDY RELIEF FUNDING FOR HOME REPAIR AND ADVOCACY UNDER THE SERVICES OF RESIDENTIAL MAINTENANCE WITH NORWESCAP, INC. FOR THE PERIOD OF JUNE 1, 2014 THROUGH SEPTEMBER 30, 2015

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on March 24, 2014 and publicly received by the Sussex County Bid Proposal Committee on April 22, 2014 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for post- Sandy repairs for Home Repairs and Advocacy under the services of Residential Maintenance for those Sussex County residents who are 60 and older, or are disabled. The grant will be determined by the Sussex County Department of Human Services, Division of Senior Services and a contract will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contract for the period of June 1, 2014 to September 30, 2015; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the staff from the Sussex County Department of Humans Services, Division of Senior Services and a Review Committee from the Division of Senior Services Advisory Board has reviewed the proposals and has found that one of the proposals is acceptable and has recommended that an award be made to NORWESCAP, Inc. in the amount of \$24,823.00; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

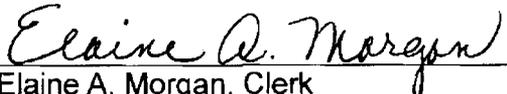
NOW, THEREFORE, BE IT RESOLVED by the Sussex County Board of Chosen Freeholders that the Freeholder Director and the Clerk of the Board are authorized and directed to execute an Agreement with NORWESCAP, INC. for the provision of Sandy Relief Funding for Home Repair and Advocacy under the services of Residential Maintenance in the amount of \$24,823.00; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that the terms of said Agreement for Social Services Block Grant (SSBG) funds is for the period of June 1, 2014 through September 30, 2015; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to NORWESCAP, INC., 350 Marshall Street, Phillipsburg, NJ 08865; and a copy is available in On-Base.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 28th day of May, 2014.


Elaine A. Morgan, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Crabb	✓					✓
Graham	✓				✓	
Mudrick	✓					
Phoebus	✓					
Vohden	✓					

ABST - Abstain
MOVE - Resolution Moved
ABS - Absent
SEC - Resolution Seconded

**RESOLUTION RE: DESIGNATION OF QUALIFIED SURVEYORS SELECTED
THROUGH THE COMPETITIVE CONTRACTING
PROCESS FOR PROFESSIONAL SURVEYING SERVICES
FOR THE SUSSEX COUNTY FARMLAND
PRESERVATION PROGRAM**

WHEREAS, Request for Proposals were issued August 6, 2015 for Pre-qualification for future Farmland Surveys for the Sussex County Farmland Preservation Program and in response to the Request for Proposals process the County received proposals on September 1, 2015; and

WHEREAS, the Department of Engineering and Planning and the Office of Purchasing has reviewed the twelve (12) proposals that were received; and

WHEREAS, six (6) of the bid proposals received on September 1, 2015 were rejected for not providing proper required documentation; and

WHEREAS, it was recommended by the Department of Engineering and Planning that the following individual and/or companies are pre-qualified to perform farmland surveys; all the adequate documentation to qualify for future surveying work for the Sussex County Farmland has been provided:

1. Delaware Valley Associates, Inc.
20 Kent Road
Newton, NJ 07860
2. Dykstra Associates, PC
11 Lawrence Road, Suite I
Newton, NJ 07860
3. Harold Pellow & Associates, Inc.
17 Plains Road
Augusta, NJ 07822
4. Maser Consulting P.A.
2000 Midlantic Drive, Suite 100
Mt. Laurel, NJ 08054
5. Mid Atlantic Engineering Partners
5 Commerce Way, Suite 200
Hamilton, NJ 08691
6. Suburban Consulting Engineers
100 Valley Road, Suite 202
Mount Arlington, NJ 07856

NOW, THEREFORE, BE IT RESOLVED that upon recommendation of the Department of Engineering and Planning, the Sussex County Board of Chosen Freeholders does hereby authorize the above listed individuals and/or companies to be qualified to perform farmland surveys for the County of Sussex; and

BE IT FURTHER RESOLVED the terms of this Contract are from date of Contract Award for a thirty-six (36) month period, ending September 22, 2018, with acceptance of all services specified within the request for proposals package; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the companies at the above addresses; and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To: Delaware Valley Associates, Inc.
20 Kent Road
Newton, NJ 07860

Dykstra Associates, PC
11 Lawrence Road, Suite I
Newton, NJ 07860

Harold Pellow & Associates, Inc.
17 Plains Road
Augusta, NJ 07822

Maser Consulting, P.A.
2000 Midlantic Drive, Suite 100
Mt. Laurel, NJ 08054

Mid Atlantic Engineering Partners
5 Commerce Way, Suite 200
Hamilton, NJ 08691

Suburban Consulting Engineers
100 Valley Road, Suite 202
Mount Arlington, NJ 07856

Services: Designation of Qualified Surveyors for Professional Surveying Services for the Sussex County Farmland Preservation Program.

Time Period: The terms of this Contract will be in effect from September 23, 2015 for a thirty-six (36) month period, ending September 22, 2018.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: September 23, 2015

**Resolution Summary
Other**

RESOLUTION RE: DESIGNATION OF QUALIFIED SURVEYORS SELECTED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR PROFESSIONAL SURVEYING SERVICES FOR THE SUSSEX COUNTY FARMLAND PRESERVATION PROGRAM

Description of Resolution:

This resolution is for authorization to qualify six (6) individuals and/or companies to perform farmland surveys for the County of Sussex

The term of Contract is from date of Contract award for a thirty-six (36) month period, ending September 22, 2018.

SURVEYOR'S CERTIFICATION FORM

I certify that I have read and am familiar with the latest edition of "STATE AGRICULTURE DEVELOPMENT COMMITTEE, FARMLAND PRESERVATION PROGRAM, SCOPE OF WORK FOR PROFESSIONAL LAND SURVEYORS"

[http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmsurveyser
vices.pdf](http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmsurveyserVICES.pdf)

I certify that my proposal will include the cost of any work necessary, including right-of-way research, and the preparation of a legal description for any right-of-way dedication that is needed along lots have frontage on a road under the jurisdiction of the County of Sussex. This work shall be listed as a separate item in any proposal for Farmland Preservation Professional Land Surveying Services.

Name (Print) DANIEL E. KENT, III
Signature Daniel E. Kent, III
License Number 24 GS 01481800

Delaware Valley Associates, Inc.

Affix Seal Above

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

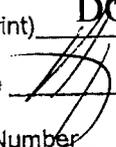
SURVEYOR'S CERTIFICATION FORM

X I certify that I have read and am familiar with the latest edition of "STATE AGRICULTURE DEVELOPMENT COMMITTEE, FARMLAND PRESERVATION PROGRAM, SCOPE OF WORK FOR PROFESSIONAL LAND SURVEYORS"

<http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmsurveyerservices.pdf>

X I certify that my proposal will include the cost of any work necessary, including right-of-way research, and the preparation of a legal description for any right-of-way dedication that is needed along lots have frontage on a road under the jurisdiction of the County of Sussex. This work shall be listed as a separate item in any proposal for Farmland Preservation Professional Land Surveying Services.

DYKSTRA ASSOCIATES, PC

Name (Print) DOUGLAS O. DYKSTRA, PLS, PP
Signature 
License Number 34846

August 31, 2015

Dykstra Associates, PC

Affix Seal Above

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

SURVEYOR'S CERTIFICATION FORM

 X I certify that I have read and am familiar with the latest edition of "STATE AGRICULTURE DEVELOPMENT COMMITTEE, FARMLAND PRESERVATION PROGRAM, SCOPE OF WORK FOR PROFESSIONAL LAND SURVEYORS"

[http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmsurveyser
vices.pdf](http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmsurveyserVICES.pdf)

 X I certify that my proposal will include the cost of any work necessary, including right-of-way research, and the preparation of a legal description for any right-of-way dedication that is needed along lots have frontage on a road under the jurisdiction of the County of Sussex. This work shall be listed as a separate item in any proposal for Farmland Preservation Professional Land Surveying Services.

Name (Print) Harold E. Pellow

Signature Harold E. Pellow

License Number NJ P.E. & L.S. #13229

Harold E. Pellow & Associates, Inc.

Affix Seal Above

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

SURVEYOR'S CERTIFICATION FORM

X I certify that I have read and am familiar with the latest edition of "STATE AGRICULTURE DEVELOPMENT COMMITTEE, FARMLAND PRESERVATION PROGRAM, SCOPE OF WORK FOR PROFESSIONAL LAND SURVEYORS"

http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmlandsurveyors_vices.pdf

X I certify that my proposal will include the cost of any work necessary, including right-of-way research, and the preparation of a legal description for any right-of-way dedication that is needed along lots have frontage on a road under the jurisdiction of the County of Sussex. This work shall be listed as a separate item in any proposal for Farmland Preservation Professional Land Surveying Services.

Name (Print) MICHAEL BURNS
Signature [Handwritten Signature]
License Number GS 34841

Mayer Consulting P.A.

Affix Seal Above

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

SURVEYOR'S CERTIFICATION FORM

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<http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmsurveyerservices.pdf>

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Name (Print) Paul Schlossbach
Signature *Paul Schlossbach*
License Number 34020

MidAtlantic Engineering Partners, LLC

Afix Seal Above

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

SURVEYOR'S CERTIFICATION FORM

 X I certify that I have read and am familiar with the latest edition of "STATE AGRICULTURE DEVELOPMENT COMMITTEE, FARMLAND PRESERVATION PROGRAM, SCOPE OF WORK FOR PROFESSIONAL LAND SURVEYORS"

<http://www.nj.gov/agriculture/sadc/farmpreserve/resources/farmsurveyerservices.pdf>

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Name (Print) David B. Keller

Signature *David B. Keller, P.E., P.L.S.*

License Number 24GB01136100

Suburban Consulting Engineers, Inc.

Affix Seal Above

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

**AGENDA
BID PROPOSAL COMMITTEE
(SEPTEMBER 1, 2015)**

1. Call to Order by Purchasing Agent

PURCHASING AGENT:

11:00 AM

"It is now 11:00 A.M. and this meeting called to order."

2. Public Statement

PURCHASING AGENT:

"Pursuant to the Open Public Meetings Act, Chapter 231, P.L. 1975, Adequate Notice, as defined by the law has been made by regular mail and advertised in the New Jersey Herald on **THURSDAY, AUGUST 6, 2015** and was posted on the bulletin board maintained in this building for public announcements."

3. Receipt of bids today - 11:00 AM

PURCHASING AGENT:

"Have all bids been turned into the County of Sussex for opening at this time for the following items:

- A. ICE CONTROL MATERIALS – 2015-2016
- B. COCHRAN HOUSE RECORDS RETENTION FIRE SUPPRESSION SYSTEM RENOVATION

"Have all RFPs been turned into the County of Sussex for opening at this time for the following items:

- A. RFP– PROPERTY SURVEYS FOR FARMLAND PRESERVATION & PRE-QUALIFICATION FOR FUTURE FARMLAND SURVEYS

PURCHASING AGENT:

I declare that the receipt of bids is closed and that they be opened and read.

BIDS AND RFPs ARE OPENED AT THIS TIME

PURCHASING AGENT:

The bids received will be turned over to the respective department for review and report back to the Board of Chosen Freeholders with a recommendation for an award of contract.

5. Adjournment

This meeting is adjourned.

12:16 PM

Advertiser: RFP - Property Surveys for Farmland
 Bid Proposal Name: Preservation & Pre-Qualification for Future Farmland Surveys
 Date Advertised: Thursday, August 6, 2015
 Date & Time Opened: Tuesday, September 1, 2015, 11 AM

MAILING LIST AND SUBMITTAL CHECKLIST

NO.	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resolution	Corp Disclosure	Non-Collusion	Business Registration Cert	Signature Page	TOTAL AMOUNT OF PROPOSAL	
1	B. Michael Paul PO Box 25 New Haven, VT 05472	1) Resolution Needs Council review						1) \$7,700.00	2) \$9,350.00
		2) incomplete surveys						3) \$7,200.00	4) \$6,000.00
2	Harold E. Pellow & Associates 17 Plains Road Augusta, NJ 07822	all paperwork appears complete and in order						1) \$0,012.00	2) \$2,938.00
								3) —	4) 11,154.00
3	Delaware Valley Associates PO Box 148 Augusta, NJ 07822	all paperwork appears complete and in order						1) 6,500.00	2) 17,350.00
								3) 17,500.00	4) 6,500.00
4	Michael Catalano PO Box 252 Newton, NJ 07860								
5	Kenneth Wentink & Associates 30 Old Clove Road Sussex, NJ 07461								
6 4	Dykstra Associates 11 Lawrence Road Newton, NJ 07860	all paperwork appears complete and in order						1) 9,335.00	2) 11,335.00
								3) 10,335.00	4) 8,335.00
7	BANC 3, Inc. 300 Alexander Park Suites 250 & 350 Princeton, NJ 08540								
8	Dykstra Walker Design Group PA 21 Bowling Green Parkway Suite 204 Lake Hopatcong, NJ 07849								

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

Advertiser	ad
Bid Proposal Name	RFP - Property Surveys for Farmland Preservation & Pre-Qualification for Future Farmland Surveys
Date Advertised	Thursday, August 6, 2015
Date & Time Opened	Tuesday, September 1, 2015, 11 AM

MAILING LIST AND SUBMITTAL CHECKLIST

NO	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resolution	Corp Disclosure	Non-Collusion	Business Registration Cert	Signature Page	TOTAL AMOUNT OF PROPOSAL	
8	Suburban Consulting Engineers 100 Valley Road Suite 202 Mt Arlington, NJ 07856							1) 13,750.00	2) 17,500.00
								3) 18,600.00	4) 12,250
10	Pequest Engineering Co. PO Box 2 Great Meadow, NJ 07838								
11	Keller & Kirkpatrick, Inc 301 Gibraltar Drive Suite 2A Morris Plains, NJ 07950							1) 8,300.00	2) 11,775.00
								3) 8,500.00	4) 6,500.00
12	Pittenger & Keith, Inc. 19 Cranberry Ledge Road Andover, NJ 07821								
13	CME Associates 3141 Bordentown Avenue Parlin, NJ 08859							1) 30,525.00	2) 40,625.00
								3) 46,800.00	4) 17,500.00
14	GEOD Corp. 24 Kanouse Road Newfoundland, NJ 07435								
15	Kupper, LLC (Johnson, Mirmiran, Thompson) 1200 Lenox Drive, St. 101 Trenton, NJ 08648								
16	Gilmore & Associates, Inc 65 E. Butler Avenue Suite 100 New Britain, PA 18901								

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

Advertised
 Bid Proposal Name RFP - Property Surveys for Farmland Preservation & Pre-Qualification for Future Farmland Surveys
 Date Advertised Thursday, August 6, 2015
 Date & Time Opened Tuesday, September 1, 2015, 11 AM

MAILING LIST AND SUBMITTAL CHECKLIST

NO.	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resolution	Corp Disclosure	Non-Collusion	Business Registration Cert	Signature Page	TOTAL AMOUNT OF PROPOSAL	
17.	Hatch Mott MacDonald 412 Mt. Kemble Avenue Suite G22 Morristown, NJ 07960								
18.	Omland Engineering 54 Horsehill Road Cedar Knolls, NJ 07927								
19. 8	Maser Consulting P.A. 331 Newman Springs Road Red Bank, NJ 07701							1) 11,500.00	2) 19,500.00
								3) 10,900.00	4) 8,400.00
20.	Tectonic Engineering PO Box 37 Mountainville, NY 10953								
21. 9	Van Cleef Engineering Associates 755 Memorial Pkwy. Suite 110 Phillipsburg, NJ 08865							1) 9,500.00	2) 13,500.00
								3) 17,500.00	4) 9,300.00
22. 10	Mid Atlantic Engineering 5 Commerce Way Suite 200 Hamilton, NJ 08691							1) 12,700.00	2) 14,400.00
								3) 12,000.00	4) 10,700.00
23.	Robinson Aerial One Edgeview Drive Hackettstown, NJ 07840								
24. 11	Dewberry 200 Broadacres Drive Suite 410 Bloomfield, NJ 07003							1) 10,990.00	2) 12,760.00
								3) 12,760.00	4) 10,270.00

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

Advertised
 Bid Proposal Name KFP - Property Surveys for Farmland Preservation & Pre-Qualification for Future Farmland Surveys
 Date Advertised Thursday, August 6, 2015
 Date & Time Opened Tuesday, September 1, 2015, 11 AM

MAILING LIST AND SUBMITTAL CHECKLIST

NO.	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resolution	Corp Disclosure	Non-Collusion	Business Registration Cert	Signature Page	TOTAL AMOUNT OF PROPOSAL	
25.	LAN Associates 445 Godwin Avenue Midland Park, NJ 07432								
26 17	Adams, Rehmann, Heggan Associates 850 S. White Horse Pike Hammonton, NJ 08037							1) 16,800.00	2) 26,880.00
								3) 28,440	4) 14,130
27.	Bowman Consulting 54 Horsehill Road Cedar Knolls, NJ 07927								
28.	Malick & Scherer, PC 53 Frontage Road Suite 260 Hampton, NJ 08827								

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

**RESOLUTION RE: AWARD OF CONTRACT FOR THE COCHRAN HOUSE
RECORDS RETENTION FIRE SUPPRESSION SYSTEM
RENOVATION**

WHEREAS, public bids were advertised for the Cochran House Records Retention Fire Suppression System Renovation on August 6, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 1, 2015; and

WHEREAS, the bids received were reviewed by the Division of Facilities Management and the Purchasing Agent; and

WHEREAS, it has been recommended by the Division of Facilities Management that an award be made to the lowest responsible bidder, Total Fire Safety LLC, in the total amount of \$161,200.00 which includes the Alternate #1 (\$14,200.00) as described in the bid proposal dated September 1, 2015; and

WHEREAS, the County Treasurer has certified that there is sufficient money in the budget for the awarding of said Contract.

NOW, THEREFORE, BE IT RESOLVED that upon recommendation of the Division of Facilities Management, the Sussex County Board of Chosen Freeholders does hereby award a Contract for the Cochran House Records Retention Fire Suppression System Renovation to the lowest responsible bidder, Total Fire Safety LLC in the amount of \$161,200.00 which includes the Alternate #1 (\$14,200.00) as described in the bid proposal dated September 1, 2015; and

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute said Contract and related Contract documents; and

BE IT FURTHER RESOLVED that this Contract will be in effect from date of Contract award until the Contract is complete in accordance to the technical specification in the bid proposal; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to Total Fire Safety LLC, 416 Frederick Street, Easton, PA 18042 Attn: David Markle and a copy is available in On-Base.

Certified as a true copy of a
Resolution adopted by the Board
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF
CONTRACTS

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are adequate funds in the budget for awarding the of this contract, in the appropriation entitled:

04-215-55-959-930

Capital Expense - Facilities

Requisition #61406

In the Total Amount of \$161,200.00

Award of Contract for the:

Cochran House Records Retention Fire Suppression
System Renovation

To: Total Safety LLC
416 Frederick Street
Easton, PA 18042

Robert J. Maikis, Jr.
Treasurer

Dated: September 23, 2015

Resolution Summary

Capital Project/Asset Bid Award

RESOLUTION RE: AWARD OF CONTRACT FOR THE COCHRAN HOUSE RECORDS RETENTION FIRE SUPPRESSION SYSTEM RENOVATION

Description of project awarded or asset purchased including need for same:

This project will install fire sprinklers in the Cochran House records storage areas of the pre-action type. That system has a dry pipe until water is called for by the detection system designed to protect records from both water damage and fire. It also includes a fire suppression system using a gas-based FM-200 for the evidence and murder trail records used by the County Prosecutor's office. This work occurs in advance of all other work due to the nature of the service interruptions (sprinklers for the entire bldg. will be interrupted during the work) so that once work does begin, there will be fire protection in the construction areas and occupancy can occur as the life/safety component of the project will be complete.

Age/condition of asset to be replaced: (where applicable)

The present system is the same age as the original construction (circa 1960's) and is inadequate when contrasted with the current code requirements. Head spacing and head-types need to be changed to reflect the fire-load associated with storage of paper records. The condition of the existing asset is unacceptable to the new use of the space.

Bid advertisement date – NJ Herald and SC Web Posting date:

August 6, 2015

of bids packages picked up:

7

of bids received:

3

Table comparing overall and unit pricing of bids submitted:

Bid summary table is attached

Project estimate: (including source of estimate)

\$195,000.00

Discussion of variance of low bid either +/- 10% from project estimate:

18% lower than estimate

INTER-OFFICE MEMORANDUM

To: Thomas Gildersleeve, Purchasing Agent

From: Joseph J. Biuso, Director
Facilities Management Division

Date: September 2, 2015

Re: Contract Award

PROJECT INFORMATION: Cochran House Records Retention Fire Suppression Renovation

BID OPENING DATE: September 1, 2015

BID AMOUNT: \$161,200.00

RECOMMENDATION:

AWARD: YES NO: FOR AGENDA DATED: 9/23/15

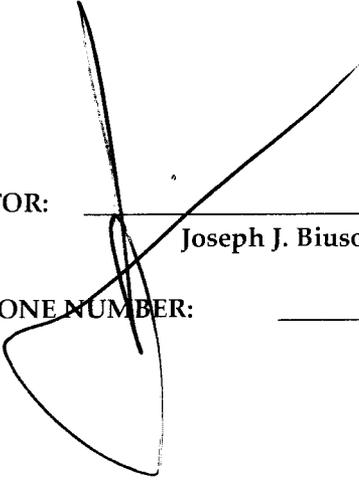
NOT AWARDED BECAUSE: N/A

FUNDING ACCOUNT: 04-215-55-959-930 Record Retention Ctr Improvements

FIRM INFORMATION:

COMPANY:

1. Total Fire Safety LLC
2. Wallkill Group, Inc.
3. EACM Corp.
4. _____
5. _____

SIGNATOR: _____ TITLE: Director

Joseph J. Biuso

TELEPHONE NUMBER: 973-579-0490

Cochran House Records Retention Fire Suppression Renovation

Lump Sum - Cochran House Records Retention Fire Suppression Renovation

Alternates:

Alternate 1 - FM-200 System for Evidence Room 06

Total Amount

Total Fire Safety LLC***	Walkkill Group, Inc.	EACM Corp.
\$147,000.00	\$178,000.00	\$472,000.00
\$14,200.00	\$17,000.00	\$64,000.00
\$161,200.00	\$195,000.00	\$536,000.00

***Contractor takes exception to portion of bid

**AGENDA
BID PROPOSAL COMMITTEE
(SEPTEMBER 1, 2015)**

1. Call to Order by Purchasing Agent

PURCHASING AGENT:

11:00 AM

"It is now 11:00 A.M. and this meeting called to order."

2. Public Statement

PURCHASING AGENT:

"Pursuant to the Open Public Meetings Act, Chapter 231, P.L. 1975, Adequate Notice, as defined by the law has been made by regular mail and advertised in the New Jersey Herald on **THURSDAY, AUGUST 6, 2015** and was posted on the bulletin board maintained in this building for public announcements."

3. Receipt of bids today - 11:00 AM

PURCHASING AGENT:

"Have all bids been turned into the County of Sussex for opening at this time for the following items:

- A. ICE CONTROL MATERIALS – 2015-2016
- B. COCHRAN HOUSE RECORDS RETENTION FIRE SUPPRESSION SYSTEM RENOVATION

"Have all RFPs been turned into the County of Sussex for opening at this time for the following items:

- A. RFP– PROPERTY SURVEYS FOR FARMLAND PRESERVATION & PRE-QUALIFICATION FOR FUTURE FARMLAND SURVEYS

PURCHASING AGENT:

I declare that the receipt of bids is closed and that they be opened and read.

BIDS AND RFPs ARE OPENED AT THIS TIME

PURCHASING AGENT:

The bids received will be turned over to the respective department for review and report back to the Board of Chosen Freeholders with a recommendation for an award of contract.

5. Adjournment

This meeting is adjourned.

12:16 PM

**PUBLIC BID MAILING LIST AND
BID SUBMITTAL CHECKLIST**

Advertised Bid Proposal Name	Cochran House Records Retention Fire Suppression System Renovation
Date Advertised:	Thursday, August 6, 2015
Date & Time Opened:	Tuesday, September 1, 2015, 11 AM

NO.	VENDOR	SUBMITTED WITH BID		OTHER BID SUBMITTALS				TOTAL AMOUNT OF BID
		Bid Bond or Deposit Check	Surety Co. Cert	DOL Registered	Business Registration Cert.	Signed Proposal	All Other Pages Complete	
1	Total Fire Safeeety LLC 416 Frederick Street Easton, PA 18042	Bonded OK →			Bid with exceptions			Lump Sum \$ 147,000.00 Alternate \$ 14,000.00 <hr/> TOTAL \$ 161,000.00
2	EACM Corp. 1070 Ocean Avenue Sea Bright, NJ 07760	Bonded OK →			All paperwork appears complete and in order			Lump Sum \$ 472,000.00 Alternate \$ 64,000.00 <hr/> TOTAL \$ 536,000.00
3	Wallkill Group PO Box 213 McAfee, NJ 07428	Bonded OK →			All paperwork appears complete and in order X No Submittals LISTED			Lump Sum \$ 178,000.00 Alternate \$ 17,000.00 <hr/> TOTAL \$ 195,000.00
4	Tyco Simplex Grinnell 200 Forge Way Rockaway, NJ 07866							
5	Protective Measures 305 Palmer Road Denville, NJ 07834							
6	K & D Contractors, LLC 351 Monroe Avenue Kenilworth, NJ 07033							
7	New Jersey Fire Equipment LLC 41 Pine Street, St. 103 Rockaway, NJ 07866							

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.) _____

ALL NOTATIONS MUST BE WRITTEN IN LONGHAND

RESOLUTION RE: AWARD OF CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR PROFESSIONAL SURVEYING SERVICES FOR THE FARMLAND PRESERVATION PROGRAM

WHEREAS, the Sussex County Department of Engineering and Planning has for many years received requests for proposals for the provision of services of professional surveyors; and

WHEREAS, Request for Proposals were issued August 6, 2015 for Professional Surveying Services for the Sussex County Farmland Preservation Program and in response to the Request for Proposals process the County received proposals on September 1, 2015; and

WHEREAS, the County of Sussex through the competitive contracting process has created an approved listing of individual and/or companies that are qualified to perform farmland survey services for the Farmland Preservation program; and

WHEREAS, the Department of Engineering and Planning has requested that surveys be performed on the following four (4) farms in the total amount of \$33,420.00:

1. Duddy Double D Farm and the Gianatassio Farm – services will be performed by an approved qualified farmland surveyor offering the lowest cost, Delaware Valley Associates, Inc., in the amount of \$11,750.00 for both properties.
2. Libby Mountainview Farm and the Paladino Old Clove Farm – services will be performed by an approved qualified farmland surveyor offering the lowest cost, Dykstra Associates, PC in the amount of \$11,335.00 for the Libby Mountainview Farm and \$10,335.00 for the Paladino Farm.

WHEREAS, the County Treasurer has certified that funds are available in the Trust Funds for the awarding of this Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex, as follows:

1. The Freeholder Director and Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a Contract for professional surveying services for the Farmland Preservation Program to Delaware Valley Associates Inc. in the amount of \$11,750.00 and Dykstra Associates, PC in the amount of \$21,670.00; totaling \$33,420.00 for the four (4) farms.
2. The terms of this Contract shall be completed within ninety (90) days from issuance of Notice to Proceed.

3. The Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof.
4. Certified copies of this Resolution are to be forwarded to Delaware Valley Associates, Inc., 20 Kent Road, Newton, NJ 07860, Attn: Daniel E. Kent III; Dykstra Associates, PC, 11 Lawrence Road, Suite I, Newton, NJ 07860, Attn: Douglas Dykstra and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To: Delaware Valley Associates, Inc. - \$11,750.00
20 Kent Road
Newton, NJ 07860

Dykstra Associates, PC - \$21,670.00
11 Lawrence Road, Suite I
Newton, NJ 07860

Services: Professional Surveying Services for the Sussex County
Farmland Preservation Program

Approximate Cost: \$33,420.00

Time Period: The terms of this Contract shall be completed within
ninety (90) days from issuance of Notice to Proceed.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: September 23, 2015

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that there are sufficient funds in the account listed:

13-286-56-000-288

Farmland Preservation
Trust Fund

Requisition # 61473/61474

In the amount of \$33,420.00

For the awarding of a contract for:

Professional Surveying Services for the
Farmland Preservation Program

TO: Delaware Valley Associates, Inc. – Requisition #61473 - \$11,750.00
20 Kent Road
Newton, NJ 07860

Dykstra Associates, PC – Requisition #61474 - \$21,670.00
11 Lawrence Road,
Newton, NJ 07860

Robert J. Maikis, Jr., Treasurer

Dated: September 23, 2015

Resolution Summary
Other

RESOLUTION RE: AWARD OF CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR PROFESSIONAL SURVEYING SERVICES FOR THE FARMLAND PRESERVATION PROGRAM

Description of Resolution:

This resolution is for authorization to award a Contract to Delaware Valley Associates, Inc. and Dykstra Associates, PC in the total amount of \$33,420.00 for survey services for the Sussex County Farmland Preservation Program.

Delaware Valley Associates, Inc. - \$11,750.00 for the Duddy Double D Farm and the Gianatassio Farm.

Dykstra Associates, PC - \$21,670.00 for the Libby Mountainview Farm and the Paladino Old Clove Farm.



DEPARTMENT OF ENGINEERING AND PLANNING
Division of Engineering
Sussex County Administrative Center
One Spring Street
Newton, N.J. 07860
Tel. 973-579-0430
FAX 973- 579-0444
E-mail: dpw@sussex.nj.us
County WebSite: www.sussex.nj.us
John C. Risko, P.E., P.L.S., P.P.

County of Sussex

03 SEPTEMBER 2015

Sussex County Department of Engineering and Planning
Division of Engineering

Attention: Autumn Sylvester, Agricultural Specialist

**REFERENCE: RECOMMENDATION OF AWARD
FARMLAND PRESERVATION SURVEYOR**

Autumn:

I am forwarding the following to you under cover of this letter:

1. Excel spreadsheet providing analysis of proposals submitted by:
 - a. Delaware Valley Associates
 - b. Dykstra Associates
 - c. Harold Pellow Associates
 - d. Maser Consulting
 - e. Mid Atlantic Surveying
 - f. Suburban Consulting Engineers
2. The four farms enumerated in the request for proposals are
 - a. Farm 1 Duddy Double D
 - b. Farm 2 Libby Mountain View
 - c. Farm 3 Paladino the Old Clove Fram
 - d. Farm 4 Gianatassio Farm

The analysis provides a print out of cost proposals provided by these surveyors. The top of the spreadsheet provides costs for each of the four farms on an individual basis from each of the surveying firms. Total costs of the proposals based on the individual costs are tallied below the proposal.

Those submitting proposals were also permitted to provide costs for various packages, which were combinations of the four farms. These are listed in the area below the individual costs. These combinations provide reduced costs if contracts are awarded for each package. Costs in black indicate the package costs submitted by each respondent. Costs in red indicate the comparative costs of each package, based on the individual costs of each firm for firms that did not provide a cost for each of the packages.

As can be seen, these packages provide significant reductions in cost to the county for the four farms. Our analysis indicates that by using the individual cost for farms 2 and 3 provided by Dykstra Associates and the package cost for farms 1 and 4 provided by Delaware Valley Associates provides the least cost in total for this year's program.

We therefore recommend the following awards:

1. Farms 1 and 4 to Delaware Valley Associates at a cost of **\$11,750.00** as per their combination proposal
 2. Farms 2 and 3 to Dykstra Associates as per their individual cost proposals:
 - a. Farm 2 \$ 11,335.00
 - b. Farm 3 \$ 10,335.00
- TOTAL \$ 21,670.00**

The total of these two awards is **\$ 33,420.00**

Should you have further questions or require additional information, please do not hesitate to contact me.

Very truly yours



John Risko, P.E., P.L.S., P.P.

CC: Valerie Steccato, Deputy Purchasing Director
John Williams, County Counsel
Walter H. Cramp, P.E., Engineering and Planning Department Administrator/ County Engineer
William Koppenaal, P.E., Engineering Division Director/ Assistant County Engineer
Robert D. Ayers, P.L.S., Land Surveyor
Eric Snyder, Planning Division Director

2015 Famland Survey Proposal Summary

	Delaware Valley Associates	Dykstra Associates	Harold Pellow & Associates	Maser Consulting	Mid Atlantic Engineering	Suburban Consulting Engineers
Duddy Double D	\$ 6,500.00	\$ 9,335.00	\$ 20,012.00	\$ 11,500.00	\$ 12,700.00	\$ 13,750.00
Libby Mountainview	\$ 17,350.00	\$ 11,335.00	\$ 22,938.00	\$ 19,500.00	\$ 14,400.00	\$ 17,500.00
Paladino the Old Clove Farm	\$ 17,500.00	\$ 10,335.00		\$ 10,900.00	\$ 12,000.00	\$ 18,600.00
Gianatassio Farm	\$ 6,500.00	\$ 8,335.00	\$ 11,154.00	\$ 8,400.00	\$ 10,700.00	\$ 12,250.00
Package all four	\$ 47,850.00	\$ 39,340.00	\$ 54,104.00	\$ 50,300.00	\$ 49,800.00	\$ 62,100.00
Package 1,2,4	\$ 43,100.00	\$ 39,340.00		\$ 40,500.00	\$ 44,820.00	\$ 62,100.00
Package 1,2,3	\$ 27,500.00	\$ 29,005.00	\$ 51,399.00	\$ 39,400.00	\$ 37,800.00	\$ 43,500.00
Package 1,4	\$ 41,350.00	\$ 31,005.00	\$ 42,950.00	\$ 35,600.00	\$ 39,100.00	\$ 49,850.00
Package 1,2	\$ 11,750.00	\$ 17,670.00	\$ 31,166.00	\$ 19,900.00	\$ 23,400.00	\$ 26,000.00
Package 2,3,4	\$ 23,850.00	\$ 20,670.00	\$ 42,950.00	\$ 26,500.00	\$ 27,100.00	\$ 31,250.00
Package 2,3	\$ 41,350.00	\$ 30,005.00		\$ 33,000.00	\$ 37,100.00	\$ 48,350.00
Description per hour	\$ 125.00	\$ 125.00	\$ 125.00	\$ 120.00	\$ 125.00	\$ 110.00

Delaware Valley Associates 1,2,4	\$ 27,500.00
Dykstra 3	\$ 10,335.00
	\$ 37,835.00
Delaware Valley Associates 1,4	\$ 11,750.00
Dykstra 2	\$ 11,335.00
Dykstra 3	\$ 10,335.00
	\$ 33,420.00

**AGENDA
BID PROPOSAL COMMITTEE
(SEPTEMBER 1, 2015)**

1. Call to Order by Purchasing Agent

PURCHASING AGENT:

11:00 AM

"It is now 11:00 A.M. and this meeting called to order."

2. Public Statement

PURCHASING AGENT:

"Pursuant to the Open Public Meetings Act, Chapter 231, P.L. 1975, Adequate Notice, as defined by the law has been made by regular mail and advertised in the New Jersey Herald on **THURSDAY, AUGUST 6, 2015** and was posted on the bulletin board maintained in this building for public announcements."

3. Receipt of bids today - 11:00 AM

PURCHASING AGENT:

"Have all bids been turned into the County of Sussex for opening at this time for the following items:

- A. ICE CONTROL MATERIALS – 2015-2016
- B. COCHRAN HOUSE RECORDS RETENTION FIRE SUPPRESSION SYSTEM RENOVATION

"Have all RFPs been turned into the County of Sussex for opening at this time for the following items:

- A. RFP– PROPERTY SURVEYS FOR FARMLAND PRESERVATION & PRE-QUALIFICATION FOR FUTURE FARMLAND SURVEYS

PURCHASING AGENT:

I declare that the receipt of bids is closed and that they be opened and read.

BIDS AND RFPs ARE OPENED AT THIS TIME

PURCHASING AGENT:

The bids received will be turned over to the respective department for review and report back to the Board of Chosen Freeholders with a recommendation for an award of contract.

5. Adjournment

This meeting is adjourned.

12:16 PM

**MAILING LIST AND
SUBMITTAL CHECKLIST**

Advertiser:	KFP - Property Surveys for Farmland
Bid Proposal Name:	Preservation & Pre-Qualification for Future Farmland Surveys
Date Advertised:	Thursday, August 6, 2015
Date & Time Opened:	Tuesday, September 1, 2015, 11 AM

NO.	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resolution	Corp. Disclosure	Non-Collusion	Business Registration Cert.	Signature Page	TOTAL AMOUNT OF PROPOSAL	
1	B. Michael Paul PO Box 25 New Haven, VT 05472	1) Resolution needs Council review						1) \$7,700.00	2) \$9,350.00
		2) incomplete surveys found						3) \$7,200.00	4) \$6,000.00
2	Harold E. Pellow & Associates 17 Plains Road Augusta, NJ 07822	all paperwork appears complete and in order						1) \$0,012.00	2) \$2,938.00
								3) —	4) 11,154.00
3	Delaware Valley Associates PO Box 148 Augusta, NJ 07822	all paperwork appears complete and in order						1) 6,500.00	2) 17,350.00
								3) 17,500.00	4) 6,500.00
4	Michael Catalano PO Box 252 Newton, NJ 07860								
5	Kenneth Wentink & Associates 30 Old Clove Road Sussex, NJ 07461								
6	Dykstra Associates 11 Lawrence Road Newton, NJ 07860	all paperwork appears complete and in order						1) 9,335.00	2) 11,335.00
								3) 10,335.00	4) 8,335.00
7	BANC 3, Inc. 300 Alexander Park Suites 250 & 350 Princeton, NJ 08540								
8	Dykstra Walker Design Group PA 21 Bowling Green Parkway Suite 204 Lake Hopatcong, NJ 07849								

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

ALL NOTATIONS MUST BE WRITTEN IN LONGHAND.

**MAILING LIST AND
SUBMITTAL CHECKLIST**

Adver. #	3d
Bid Proposal Name	KFP - Property Surveys for Farmland Preservation & Pre-Qualification for Future Farmland Surveys
Date Advertised:	Thursday, August 6, 2015
Date & Time Opened:	Tuesday, September 1, 2015, 11 AM

NO.	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resolution	Corp Disclosure	Non-Collusion	Business Registration Cert	Signature Page	TOTAL AMOUNT OF PROPOSAL	
8	Suburban Consulting Engineers 100 Valley Road Suite 202 Mt. Arlington, NJ 07856							1) 13,750.00	2) 17,500.00
								3) 18,600.00	4) 12,250
10	Pequest Engineering Co. PO Box 2 Great Meadow, NJ 07838								
11	Keller & Kirkpatrick, Inc. 301 Gibraltar Drive Suite 2A Morris Plains, NJ 07950							1) 8,300.00	2) 11,775.00
								3) 8,500.00	4) 6,500.00
12	Pittenger & Keith, Inc. 19 Cranberry Ledge Road Andover, NJ 07821								
13	CME Associates 3141 Bordentown Avenue Parlin, NJ 08859							1) 20,525.00	2) 40,625.00
								3) 46,800.00	4) 17,500.00
14	GEOD Corp. 24 Kanouse Road Newfoundland, NJ 07435								
15	Kupper, LLC (Johnson, Mirmiran, Thompson) 1200 Lenox Drive, St. 101 Trenton, NJ 08648								
16	Gilmore & Associates, Inc. 65 E. Butler Avenue Suite 100 New Britain, PA 18901								

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

ALL NOTATIONS MUST BE WRITTEN IN LONGHAND.

**MAILING LIST AND
SUBMITTAL CHECKLIST**

Advertised Bid Proposal Name	RFP - Property Surveys for Farmland Preservation & Pre-Qualification for Future Farmland Surveys
Date Advertised:	Thursday, August 6, 2015
Date & Time Opened:	Tuesday, September 1, 2015, 11 AM

NO.	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resolution	Corp Disclosure	Non-Collusion	Business Registration Cert.	Signature Page	TOTAL AMOUNT OF PROPOSAL	
17.	Hatch Mott MacDonald 412 Mt. Kemble Avenue Suite G22 Morristown, NJ 07960								
18.	Omland Engineering 54 Horsehill Road Cedar Knolls, NJ 07927								
19. 8	Maser Consulting P.A. 331 Newman Springs Road Red Bank, NJ 07701							1) 11,500.00	2) 19,500.00
								3) 10,900.00	4) 8,400.00
20.	Tectonic Engineering PO Box 37 Mountainville, NY 10953								
21. 9	Van Cleef Engineering Associates 755 Memorial Pkwy. Suite 110 Phillipsburg, NJ 08865							1) 9,500.00	2) 18,500.00
								3) 17,500.00	4) 9,300.00
22. 10	Mid Atlantic Engineering 5 Commerce Way Suite 200 Hamilton, NJ 08691							1) 12,700.00	2) 14,400.00
								3) 12,000.00	4) 10,700.00
23.	Robinson Aerial One Edgeview Drive Hackettstown, NJ 07840								
24. 11	Dewberry 200 Broadacres Drive Suite 410 Bloomfield, NJ 07003							1) 10,990.00	2) 12,760.00
								3) 12,760.00	4) 10,270.00

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

ALL NOTATIONS MUST BE WRITTEN IN LONGHAND.

MAILING LIST AND SUBMITTAL CHECKLIST

Advertiser:	KFP - Property Surveys for Farmland
Bid Proposal Name:	Preservation & Pre-Qualification for Future Farmland Surveys
Date Advertised:	Thursday, August 6, 2015
Date & Time Opened:	Tuesday, September 1, 2015, 11 AM

NO.	VENDOR	SUBMITTAL DOCUMENTS						SERVICE OR PROGRAM	
		Check List	Resoulton	Corp Disclosure	Non-Collusion	Business Registration Cert.	Signature Page	TOTAL AMOUNT OF PROPOSAL	
25.	LAN Associates 445 Godwin Avenue Midland Park, NJ 07432								
26.	Adams, Rehmann, Heggan Associates 850 S. White Horse Pike Hammonton, NJ 08037							1) 16,800.00	2) 26,880.00
								3) 28,440	4) 14,130
27.	Bowman Consulting 54 Horsehill Road Cedar Knolls, NJ 07927								
28.	Malick & Scherer, PC 53 Frontage Road Suite 260 Hampton, NJ 08827								

REMARKS (Here Fully Identify Source of Public Protests, Statements, Etc.)

ALL NOTATIONS MUST BE WRITTEN IN LONGHAND.

RESOLUTION RE: AUTHORIZING AMENDMENT NO. 5 TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SUSSEX AND HQW ARCHITECTS, LLC FOR THE PROVIDING OF ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW 9-1-1 EMERGENCY COMMUNICATIONS CENTER AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

WHEREAS, the County of Sussex entered into an Agreement, dated July 27, 2011 with HQW Architects, LLC to provide Architectural and Engineering Services for the new 9-1-1 Emergency Communications Center; and

WHEREAS, the County was in need of Architectural and Engineering services for the renovation to the existing Juvenile Detention Center for the purposes of accommodating the Office of Emergency Management (OEM) within selected areas of the existing building; and

WHEREAS, the County is now in need of Construction Documents and Administration for the public bidding of the renovation of four bathrooms in the OEM Center into two unisex, ADA-compliant bathrooms; and

WHEREAS, the funds necessary to pay for said services are available in 01-201-26-310-432 and 04-215-55-973-932 and have been certified by the County Treasurer in an amount not to exceed \$12,900.00, as evidenced by the attached Treasurer's Certification; and

WHEREAS a copy of this Resolution is to be made available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex as follows:

1. The Freeholder Director and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute this Resolution which shall act as an Amendment to the Professional Services Agreement with HQW Architects, LLC in an amount not to exceed \$12,900.00, for Construction Documentation and Administration for OEM Bathroom renovations.
2. The initial Professional Services Agreement was for \$74,800.00, Amendment No. 1 was for \$69,050.00, Amendment No. 2 was for \$4,500.00, Amendment No. 3 was for \$2,500.00, Amendment No. 4 was for \$8,300.00, and Amendment No. 5 is for \$12,900.00.

BE IT FURTHER RESOLVED that a notice of this action shall be advertised in the New Jersey Herald once following adoption of this Resolution; and

BE IT FURTHER RESOLVED that a copy of this Resolution, along with the Agreement, be forwarded to HQW Architects, LLC, 124 Main Street, Newton, NJ 07860; and a copy is available via On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AN AMENDMENT
TO AN EXISTING PROFESSIONAL SERVICES
AGREEMENT WITH HQW ARCHITECTS, LLC**

I, Robert J. Maikis, Treasurer, County of Sussex, hereby certify to the Clerk,
Board of Chosen Freeholders that there are sufficient funds appropriated in the
budget appropriation(s) entitled:

**Professional Consulting
01-201-26-310-432**

**ADA-Compliant Bathroom Construction
04-215-55-973-932**

For Awarding of an Amendment to a Professional Services Agreement for:

**Architectural and Engineering Services for the new 9-1-1 Emergency
Communications Center**

**Amount not to exceed \$12,900.00.
(Req. #60931)**

**TO: HQW Architects, LLC
124 Main Street
Newton, NJ 07860**

Robert J. Maikis, Treasurer

Dated: **September 23, 2015**

NOTICE OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Sussex County Board of Chosen Freeholders has approved an Amendment to an Agreement with HQW Architects, LLC without competitive bidding as a "Professional Service" pursuant to N.J.S.A. 40A:11-5 (1)(a)(i). The Resolution shall act as the Amendment and is available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

AWARDED TO:	HQW Architects, LLC 124 Main Street Newton, NJ 07860
SERVICES:	Construction Documentation and Administration for OEM Bathroom Renovations
COST:	Not to exceed \$12,900.00
TIME PERIOD:	September 23, 2015 to December 31, 2015
DATED:	September 23, 2015

**BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX**

Catherine M. Williams, Clerk

**RESOLUTION RE: AUTHORIZING AMENDMENT NO. 5 TO A
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SUSSEX AND HQW ARCHITECTS, LLC
FOR THE PROVIDING OF ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE NEW 9-1-1
EMERGENCY COMMUNICATIONS CENTER AS A
PROFESSIONAL SERVICE PURSUANT TO N.J.S.A.
40A:11-5(1)(a)(i)**

Description of Resolution:

This Resolution is for authorization to amend the current contract that was awarded to HQW Architects for the Architectural and Engineering services for the 9-1-1 Emergency Communications Center.

Amendment No. 1 to that contract provided for the Architectural and Engineering services for the renovation of the existing Juvenile Detention Center for the purposes of accommodating the Office of Emergency Management (OEM) within selected areas of the existing building.

This Amendment is to create additional Construction Documents and procure Construction Administration for the public bidding of the renovation of four bathrooms in the OEM Center into two unisex, ADA-compliant bathrooms.



PROPOSAL FOR ARCHITECTURAL SERVICES

June 24, 2015
Revised July 31, 2015

County of Sussex Facilities Department
One Spring Street
Newton, NJ 07860
ATTN: Mr. Joe Biuso, Director of Facilities Management

Project: Bathroom Renovations for the County of Sussex OEM Center – Frankford, NJ

Dear Joe,

Thank you again for reaching out to HQW Architects LLC to provide architectural services for the County of Sussex. I hope this proposal meets your approval.

Project Understanding

The County of Sussex wants to renovate 4 bathrooms, located in the OEM Center, into 2 unisex, ADA compliant bathrooms. HQW previously provided permit drawings so that the county can self-perform the work. However, the drawings will now be publicly bid, and need to be revised to include technical specifications describing the material and installation and fixture selections; as well as revisions such as removing the urinal from the scope of work and adding exhaust fans.

In addition, the HQW design team will review and respond to RFI's during the bid phase. It is our understanding that the County of Sussex will be preparing the bid proposal, instructions to bidders, and the general/supplementary conditions for the work. The County of Sussex will also solicit and receive the bids.

The HQW design team will also perform Construction Administration Services, including:

- Attend (1) Pre-Construction Meeting
- Attend (4) bi-weekly project meetings
- Conduct (2) field reports to evaluate contractors work
- Review contractor shop drawings and submittals for conformance with design
- Review contractor RFIs during the Construction Phase
- Review contractor change orders
- Certify Requests for Payment
- Conduct (2) punch list surveys of the installed work and provide written report on the findings
- Provide Close-out Documentation

Architectural Fees

Our fee for the work described above will be broken into 3 phases:

Phase I – Design Phase	LUMP SUM - \$5,500.00
<i>Phase IA – Estimate</i>	<i>LUMP SUM - \$750.00</i>
Phase II – Bidding Phase	LUMP SUM - \$1,350.00
Phase III – Construction Administration	LUMP SUM - \$5,300.00

Clarifications & Payment Schedule

- ~~1. All work to be performed in conformance with AIA Document B-101, "Standard Form of Agreement Between Owner and Architect with standard form of Architects Services"~~
- 2. We will bill monthly as the work progresses, but will not bill in excess of the amount allocated to the phase in which we are working. We will, at regular intervals, advise of the phase of work we are performing; when the work of that phase is completed we will request your written approval before proceeding to the next phase. Terms are net 30 days and 1.50% interest per month on 30 day overdue accounts. Plus the cost of collection.*
- 3. Site / Civil Engineering, Landscape Design, Site Lighting, Environmental Engineering, Soils Analysis, and Site Utilities Engineering if required will be performed by others.*
- 4. Changes to the documents or additional work requested by the Owner after preliminary construction document approval will be billed at our hourly rates, (see Fee Schedule attached). Additional services of the Architect's consultants shall be the amount invoiced to the Architect plus 1.3 times.*
- 5. Changes to the documents or additional work requested by the Owner that results in an add change order during construction will be billed at 5% of the approved change order.*
- 6. Re-bidding of the project will be billed at our hourly rates, (see Fee Schedule attached).*
- 7. Bidding/Award Services will be limited in duration, not to exceed 6 weeks from advertisement of bids, extension of the Architect's services beyond that time shall be billed at our hourly rates, (see Fee Schedule attached).*
- 8. Construction Administration Services will be limited in duration, not to exceed 8 weeks from signing of the owner-contractor contract agreement, extension of the Architect's services beyond that time shall be billed at our hourly rates, (see Fee Schedule attached).*
- 9. Fees includes all printing, plotting, or copying of drawings and details prepared by this office for coordination, but do not include printing for issuance to bidders.*
- 10. Fees are based on all transmissions done by regular mail. If overnight mail or messenger service is requested, the client shall be charged the extra cost.*
- 11. Our deliverables will be three signed and sealed sets of documents and one electronic PDF set of the documents.*

Signed Agreement

We are prepared to begin work immediately, thank you for the opportunity to present our proposal for this project. If you have any questions, please feel free to contact us at your earliest convenience.

We look forward to working with you on this project and should you find our proposal acceptable please sign this proposal and return it to our office.

Sincerely,



Christopher M. Wolverton, AIA
Associate Principal

Accepted by:

Date:

Hourly Rates and Reimbursables (updated January 1, 2015)

Billing rates are subject to review and adjustment every 12 months on January 1 of each year

Hourly Rates:

Principals.....	\$150.00 per hour
Associate Principals	\$130.00 per hour
Project Architects.....	\$125.00 per hour
Project Managers.....	\$110.00 per hour
Designers.....	\$85.00 per hour
Drafts Persons	\$75.00 per hour
Clerical.....	\$65.00 per hour

Reimbursable Expenses:

Additional Signed/Sealed Plans	\$50.00 per set plus printing
24" x 36" Plotting/Scanning Cost	\$4.00 per sheet
30" x 42" Plotting/Scanning Cost	\$7.00 per sheet
8.5" X 11" Color Printing Cost.....	\$.08 per sheet
8.5" X 11" B/W Printing Cost.....	\$.03 per sheet
Other Reimbursable Costs.....	Cost plus 10% for Administrative Expense

Other services that may be provided by the HQW Design Team at additional cost:

- Construction Estimates
- Interior & Exterior Photorealistic 3D Renderings
- Physical Building Models
- Interior Color/Material Selections
- Furniture Selections

RESOLUTION RE: AWARD OF CHANGE ORDER NO. 1, FINAL TO A CONTRACT BETWEEN THE COUNTY OF SUSSEX AND BOB VIERSMA & SONS, INC., FOR THE RETAINING WALL REPLACEMENT ALONG CR607 AT 263-265 MAXIM DRIVE, SUSSEX COUNTY, NJ

WHEREAS, the Board of Chosen Freeholders awarded a Contract for “The Retaining Wall Replacement Along CR607 At 263-265 Maxim Drive, Sussex County, NJ” to Bob Viersma & Sons, Inc. in the amount of \$413,129.75 on April 22, 2015; and

WHEREAS, the Contractor provided unanticipated utility accommodations for Verizon communication lines as a result of Verizon’s lack of cooperation with utility relocations requested by the Sussex County Division of Engineering; and

WHEREAS, the Contractor installed additional hardware to improve the durability and aesthetic appeal of the chain link fence installed on top of the new retaining wall, based on a directive given by the Sussex County Division of Engineering; and

WHEREAS, the Contractor installed 4”-8” River Stone below the new retaining wall to reduce maintenance requirements and improve the aesthetic appeal of the project, based on a directive given by the Sussex County Division of Engineering; and

WHEREAS, the Contractor utilized an alternate casting for the storm water inlet installed above the retaining wall, based on a directive given by the Sussex County Division of Engineering; and

WHEREAS, Contract bid item quantities were adjusted based on final field measured quantities and material tickets; and

WHEREAS, the utility accommodations, the chain link fence hardware installation, the 4”-8” river stone installation, the inlet casting modification, and the final adjustment in Contract bid item quantities increased the Contract with Bob Viersma & Sons, Inc., by an amount of \$6,638.40, or a 1.61% increase of the original Contract, to an adjusted Contract amount of \$419,768.15.

NOW, THEREFORE, BE IT RESOLVED that upon the recommendation of the Department of Engineering and Planning, Division of Engineering, the Sussex County Board of Chosen Freeholders does hereby approve Change Order No. 1, Final for “The Retaining Wall Replacement Along CR607 At 263-265 Maxim Drive, Sussex County, NJ” with Bob Viersma & Sons, Inc., in the amount of \$6,638.40 for an adjusted Contract amount of \$419,768.15 or a total 1.61% increase of the original Contract; and

BE IT FURTHER RESOLVED that the Freeholder Director is hereby authorized and directed to execute County of Sussex Division of Engineering Change Order No. 1, Final; and

BE IT FURTHER RESOLVED that a certified copy of the Resolution and a signed Change Order No. 1, Final be forwarded to Bob Viersma & Sons, Inc., P.O. Box 224, Allamuchy, NJ 07820; and a copy is available in On-Base.

Certified as a true copy of a
Resolution adopted by the Board
on the 23rd day of September, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF
CONTRACT CHANGE ORDER NO. 1, FINAL**

I, ROBERT J. MAIKIS, TREASURER, COUNTY OF SUSSEX, HEREBY CERTIFY TO THE CLERK, BOARD OF CHOSEN FREEHOLDERS, THAT THERE ARE SUFFICIENT FUNDS IN THE BUDGET APPROPRIATION(S) ENTITLED:

CR-607 (Hopatcong) Retaining Wall	04-215-55-967-908	<u>\$6,638.40</u>
TOTAL CONTRACT CHANGE ORDER #1:		\$6,638.40

AWARD OF CONTRACT CHANGE ORDER FOR:

The Retaining Wall Replacement Along CR607 At 263-265 Maxim Drive, Sussex County, NJ

TO: Bob Viersma & Sons, Inc.
P.O. Box 224
Allamuchy, NJ 07820

Robert J. Maikis
Treasurer

Dated: 9/23/2015

Req #: 61386

RESOLUTION RE: AWARD OF CHANGE ORDER NO. 1, FINAL TO A CONTRACT BETWEEN THE COUNTY OF SUSSEX AND BOB VIERSMA & SONS, INC., FOR THE RETAINING WALL REPLACEMENT ALONG CR607 AT 263-265 MAXIM DRIVE, SUSSEX COUNTY, NJ

Summary:

On April 22, 2015 the Freeholders awarded a Contract for “The Retaining Wall Replacement Along CR607 at 263-265 Maxim Drive, Sussex County, NJ” to Bob Viersma & Sons, Inc. in the amount of \$413,129.70.

This pending Change Order No.1, in the amount of \$6,638.40 represents final adjustments to Contract Quantities based on As-Built Quantities and the addition of the following 4 items of work:

9001 – Verizon Utility Accommodation:

During the design phase of the CR607 Retaining Wall Replacement Project the Sussex County Division of Engineering worked with utility providers to coordinate the relocation of overhead wires and utility poles that would conflict with replacement of the retaining wall. While both JCP&L (electric) and Cablevision (communications) relocated their utility lines well in advance of the project start date, Verizon failed to relocate their communication lines despite persistent requests by both the Sussex County Division of Engineering and the Contractor.

As a result, the Contractor was forced to provide unanticipated accommodations for Verizon’s utility lines. Total costs for the Contractor’s electrical subcontractor to provide these unanticipated accommodations, including the 5% markup permitted in accordance with NJDOT Standard Specifications, are \$2,950.50.

9002 – Chain Link Fence Hardware:

During construction of the CR607 Retaining Wall Project the Contractor’s fencing subcontractor advised that the use of top and bottom rails for the chain link fence on top of the wall would provide a more durable and better looking finished product than the top and bottom tension wire required by the contract documents.

As a result the Contractor provided a price of \$9.00 per linear feet for the additional hardware along the 190 linear feet of fence for a total cost of \$1,710.00. Upon review the pricing was found to be acceptable and a field change was issued.

9003 – 4” To 8” River Stone:

During construction of the CR607 Retaining Wall Project it became apparent that installation of Topsoiling, 4” Thick, Complete (i.e. grass) in the area below the retaining wall would create an unnecessary maintenance requirement on a steep slope and that 4” to 8” river stone would provide a better looking, lower maintenance finished product.

As a result the Contractor provided a price up charge of \$22.65 per square yard above the \$17.00 per square yard bid price for Topsoiling, 4" Thick Complete to change areas shown as Topsoiling, 4" Thick Complete to areas of 4" to 8" River Stone. This up charge price of \$22.65 per square yard for 4" to 8" River Stone was for a 71 square yard area for a total cost of \$1,608.15. Upon review the pricing was found to be acceptable and a field change was issued.

9004 – INLET CASTING MODIFICATION:

During a preconstruction meeting for the CR607 Retaining Wall Project, Hopatcong Division of Public Works staff requested that the County consider the use of a "Type B" inlet on top of the retaining wall, as opposed to the "Type A" shown in the bid plans, to reduce operational maintenance needs and clogging with debris.

As a result the Contractor provided a price of \$275.00 to modify the inlet casting on top of the retaining wall from a "Type A" to a "Type B". Upon review the pricing was found to be acceptable and a field change was issued.

In addition to the four additional items of work listed above, various bid items were increased or decreased based upon final field measured quantities and material tickets.

The approval of Change Order No. 1 will result in an increase of \$6,638.40, for an adjusted Contract amount of \$419,768.15, or a 1.61% increase of the original Contract amount.

A summary table of contract changes is included below as a reference:

ITEM NO	DESCRIPTION	UNIT	QUANTITY (+/-)	UNIT PRICE	AMOUNT
EXTRA WORK ITEMS					
9001	VERIZON UTILITY ACCOMMODATION	LS	1	\$2,950.50	\$2,950.50
9002	CHAIN LINK FENCE RAILS	LF	190	\$9.00	\$1,710.00
9003	4" TO 8" RIVER STONE	SY	71	\$22.65	\$1,608.15
9004	INLET CASTING MODIFICATION	LS	1	\$275.00	\$275.00
TOTAL EXTRA WORK ITEMS					\$6,543.65
INCREASED ITEMS					
6	BREAKAWAY BARRICADE	UNIT	1	\$100.00	\$100.00
8	CONSTRUCTION SIGNS	SF	11	\$28.00	\$308.00
17	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	31	\$9.75	\$302.25
20	HOT MIX ASPHALT 12.5M64 INTERMEDIATE COURSE	TON	1	\$115.00	\$115.00
32	BEAM GUIDE RAIL	LF	13	\$37.00	\$481.00
35	TRAFFIC STRIPES, 4"	LF	2,515	\$1.50	\$3,772.50
39	DECIDUOUS SHRUB 30"-36" HIGH (FORSYTHIA) (IF & WHERE)	UNIT	11	\$150.00	\$1,650.00
TOTAL INCREASES					\$6,728.75
DECREASED ITEMS					
4	SILT FENCE	LF	-120	\$3.75	(\$450.00)
5	HAYBALE	UNIT	-25	\$7.00	(\$175.00)

19	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	-5	\$145.00	(\$725.00)
30	9"X6" HOT MIX ASPHALT CURB	LF	-10	\$20.00	(\$200.00)
31	NONVEGETATIVE SURFACE, HOT MIX ASPHALT	SY	-39	\$56.00	(\$2,184.00)
38	TOPSOIL STABILIZATION, TYPE 2 MAT	SY	-200	\$12.00	(\$2,400.00)
40	CONCRETE LEVELING PAD, CLASS S (IF & WHERE)	CY	-5	\$100.00	(\$500.00)
TOTAL DECREASES					(\$6,634.00)
NET TOTAL					\$6,638.40

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