



PASSAIC VALLEY WATER COMMISSION

Resolution # 21-55

AMMENDED RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: 6/9/21

TITLE: AMMENDED ANNUAL SUMMER HELP PROGRAM

ON MOTION OF COMMISSIONER RIGO SANCHEZ

SECOND BY COMMISSIONER JEFF LEVINE

WHEREAS, Passaic Valley Water Commission has determined that its annual summer help program is organizationally efficient, labor cost effective and beneficial to the communities it serves; and

WHEREAS, Passaic Valley Water Commission's summer help program is authorized to take place commencing from June 28, 2021 (on or about) and ending on September 3, 2021; and

WHEREAS, The Commissioners of Passaic Valley Water Commission wish to Amend Resolution 21-54 Approved on May 12, 2021 to Read as follows:

NOW, THEREFORE, BE IT RESOLVED, that the following criteria and standards be adopted by the Commission in its summer help program, as follows:

1. All summer help must be full-time, matriculated secondary or higher education (or equivalent) student: Proof of school shall be submitted with application.
2. All summer help must be 17 years of age (Graduated from High School) and not over the age 25.
3. The commission shall pay a wage of \$13.00 per hour for all summer student employment and \$15.00 per hour for all Student Intern employment (6 Month max employment).
4. Each Commissioner and the Executive Director shall be entitled to select up one (1) additional student for a total of two (2) for summer employment.
5. The resolution in existence on nepotism, dated 4/14/93, as stated, does not apply to summer student help.
6. Summer student work will be under the supervision of the Department Heads, working with the Personnel Department.
7. Department Heads will advise areas where work is needed and the Personnel Department will provide a job description of the position to be filled as well as age requirements for jobs.
8. Follow all of PVWC's COVID Procedures (Attached).

BE IT FURTHER RESOLVED, the Commission shall comply with all Federal, State and Local rules and regulations regarding the employment of summer student employees.



PASSAIC VALLEY WATER COMMISSION

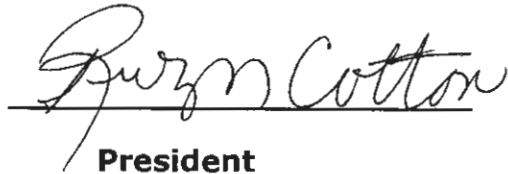
BE IT FURTHER RESOLVED, a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

BE IT FURTHER RESOLVED, that the policy hereby adopted shall be incorporated into and codified in the official personnel manual of the Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.


President

RUBY N. COTTON

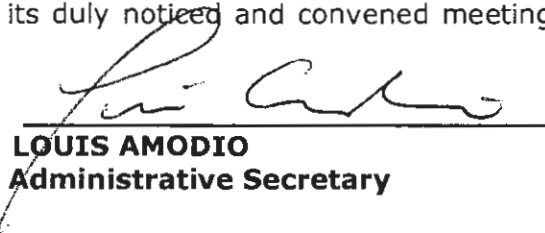

Secretary

JEFF LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.


LOUIS AMODIO
Administrative Secretary



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21- 56

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: JUNE 9, 2021

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

COMMISSIONER: RON VAN RENSALIER offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

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

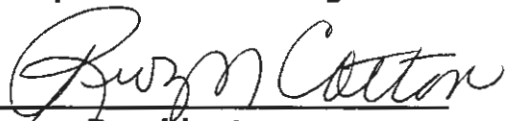
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law: other matters as may be discussed *in camera*.
2. It is anticipated at this time that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

Second by COMMISSIONER: JOE KOLODZIEJ Time: 10:00 AM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
SANCHEZ. R	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON



Secretary
JEFFREY LEVINE

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



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of June 9, 2021.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION # 21-57
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
PROCUREMENT OF WATER METERING SYSTEM AS
PROPRIETARY GOODS**

DATE OF ADOPTION: June 9, 2021

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

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, the Passaic Valley Water Commission ("PVWC") wishes to restrict the brand of water metering system that bidders may supply to the PVWC under the proprietary goods exception to the Local Public Contracts Law ("LPCL"); and

WHEREAS, the LPCL normally requires Contracting Units to give bidders the option to supply "equivalent" equipment to the brand name specified as per N.J.S.A. § 40A:11-13(d), N.J.A.C. § 5:34-9.2; and

WHEREAS, the LPCL allows Contracting Units, in appropriate situations, to designate certain brands of goods as "proprietary" when those brands of goods are "necessary for the conduct of [the Contracting Unit's] affairs" (hereinafter "the Proprietary Goods Exception") (see N.J.S.A. § 40A:11-2(39); N.J.A.C. § 5:34-9.1(a)(2)); and

WHEREAS, the Proprietary Goods Exception provides that if the Contracting Unit needs to procure goods "of a specialized nature" by one manufacturer, and the need for a certain brand is greater (or more valuable) than the "public benefit of permitting 'brand name or equivalent' and the benefits of ... competition", the Contracting Unit may proceed with a bid specification that restricts bidders to supplying just that brand name of goods, to the exclusion of others; and

WHEREAS, a Contracting Unit may be entitled to opt for the Proprietary Goods Exception when: (i) The contracting unit has a

substantial investment in facilities, training, replacement parts, or complimentary items that warrants reliance on a specific manufacturer or vendor to maintain the value of the investment, and/or (ii) Unique circumstances as to a facility or environment preclude the use of other goods or services; and

WHEREAS, in accordance with the pre-requisite procedures for entitlement to use the Proprietary Goods Exception, the PVWC's Buyer, Gregg Lucianin, prepared a Certification addressed to the Acting Business Administrator, Louis Amodio, and General Counsel, Yaacov Brisman, to demonstrate entitlement to use the Proprietary Goods Exception which is attached hereto as **Exhibit A**, the contents of which are deemed incorporated into this Resolution as though set forth at length herein; and

WHEREAS, the Acting Business Administrator, Mr. Amodio, and General Counsel, Mr. Brisman, having reviewed the Certification, concur with the findings of the Buyer, Mr. Lucianin, and ask the Commissioners to authorize the PVWC to designate the water metering system as proprietary goods henceforth; and

WHEREAS, the Commissioners, having received the aforementioned Certification and recommendation, approve the above-referenced measures; and

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

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to procure the water metering system under the Proprietary Goods Exception to the Local Public Contracts Law.
2. That this Resolution shall remain in effect henceforth for all types of water metering system procurement (including

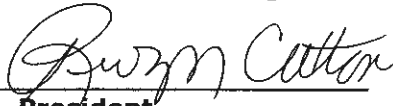
procurement directly from suppliers or as part of a larger set of construction specifications), unless and until a change in circumstances or law no longer allows the PVWC to procure the water metering system in this manner.

3. That appropriate officials and employees of the PVWC be and are hereby directed to procure the water metering system in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> x </u>	_____	_____	_____
DEPADUA, C.	<u> x </u>	_____	_____	_____
VAN RENSALIER, R.	<u> x </u>	_____	_____	_____
SANCHEZ, R.	<u> x </u>	_____	_____	_____
KOLODZIEJ, J.	<u> x </u>	_____	_____	_____
LEVINE, J.	<u> x </u>	_____	_____	_____
COTTON, R.	<u> x </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON



Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**Certification of the PVWC's Buyer, Gregg Lucianin, QPA, pursuant to
N.J.A.C. § 5:34-9.1, dated June 2, 2021 in Support of the PVWC's
Request to Procure Water Metering System by the Proprietary Goods
Exception to the Local Public Contract Law**

Exhibit A



PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011 • (973) 340-4300
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Ruby Cotton, President, Paterson
Ronald Van Renssler, Vice President, Passaic
Gerald Friend, Treasurer, Clifton
Jeffrey Levine, Secretary, Paterson
Carmen Depadun, Commissioner, Paterson
Joseph Kolodziej, Commissioner, Clifton
Rigoberto Sanchez, Commissioner, Passaic

Certification
of PVWC Buyer, Gregg Lucianin, QPA
pursuant to N.J.A.C. § 5:34-9.1

To: Louis Amodio, Acting Business Administrator for the PVWC.
Yaacov Brisman, General Counsel of the PVWC.

1. I, Gregg Lucianin, QPA, am the Buyer for the Passaic Valley Water Commission ("PVWC"). My job responsibilities are similar to those of "purchasing agents" in other public entities.
2. I make this Certification pursuant to N.J.A.C. § 5:34-9.1 in support of the PVWC's position that the PVWC is entitled to procure a water metering system as proprietary goods as that term is defined by N.J.S.A. § 40A:11-2(39).
3. Currently, PVWC procures the water metering system without regard to brand, or by allowing "or equal" as per N.J.S.A. § 40A:11-13(d) of the Local Public Contracts Law.
4. I have been advised by Distribution that it would be in the best interest of the PVWC to limit the metering system manufacturer because PVWC has a significant investment in the existing metering system in use.
5. Repair parts are required for all meters that are three inches or larger and having one brand of meter throughout the system will ensure that all replacement parts are compatible with all meters.
6. Storage of repair parts is limited and storing only one type of manufacturer's repair parts would minimize the storage space required.
7. Personnel are required to be trained to repair meters and repairing one type of meter would be more efficient and cost effective.
8. The existing metering system is compatible with PVWC's existing financial software.
9. The existing system can integrate more meter readers without having to expand collectors or make changes to the monitoring software.
10. PVWC is making a substantial investment to upgrade water meters that are more than 10 years old and it is necessary to have one common software and radio antenna system.
11. Neptune metering system is currently in use at PVWC.

12. Neptune has provided a letter, dated May 19, 2021 and on file in the PVWC Buyers office, verifying that their collection devices cannot read any radio device that is not their product.

13. The Borough of Red Bank has prepared a Resolution (#16-33) to allow only one brand of water meter (also Neptune) so a precedence has been set for this proprietary request.

14. The "Procurement Guide from the Government Purchasing Association of NJ, 2007" states that the NJ Public Contract Law allows for proprietary goods under certain circumstances. It lists water meters as a specific example where proprietary specifications could be acceptable.

15. The PVWC recommends that the Board of Commissions approve a Resolution authorizing the PVWC to procure the Neptune metering system as proprietary goods, with the authorization to remain in effect for all meter system procurement (whether procurement is done separately or within a larger set of specifications) until the facts set forth in this Certification are no longer true and accurate.

16. The information contained in this Certification is based on conversations with Distribution and a certification provided by Distribution to me entitled "Meter Certification" dated May 28, 2021 on file with Purchasing.

I certify that the foregoing statements made by me are true to the best of my information, knowledge, and belief. I understand that if any of my statements are willfully false, that I may be subject to punishment.

Dated: 6/2/21

Gregg B. Lucianin

Gregg Lucianin, Buyer

Passaic Valley Water Commission

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Administrative Secretary
Louis Amodio

Executive Director
Joseph A. Bella

General Counsel
Yaacov Brisman

METER CERTIFICATION

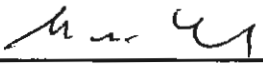
We make this certification to Gregg Lucianin, Purchasing Agent, for the procurement of water meters and water meter reading equipment.

- Passaic Valley Water Commission (PVWC) services the owner cities of Paterson, Passaic, Clifton and Prospect Park. PVWC also serves Lodi, North Arlington and parts of West Milford.
- PVWC has 80,000± meters in their water system.
- PVWC has a currently has a significant financial investment utilizing Neptune water meters and meter reading equipment in their system.
- Bidding all manufacturer's and accepting the low bidder for meter manufacturer's other than Neptune may result in thousands of locations having different meters within the system.
- Repair parts are required for all meters that are three inches or larger and having one brand of meter throughout the system will ensure that all replacement parts are compatible with all meters.
- Storage of repair parts is limited and storing only one type of manufacturer's repair parts would minimize the storage space required.
- Personnel are required to be trained to repair meters and repairing one type of meter would be more efficient.
- Neptune meter reading equipment is compatible with PVWC's existing financial software because Neptune's financial software is already in use.
- Neptune has provided a letter, dated May 19, 2021 and on file in the PVWC Buyers office, verifying that Neptune collection devices cannot read any radio device that is not a Neptune product.
- There are 15,000-20,000 Neptune meters fully integrated into the PVWC's remote monitoring system, and the system can integrate more meter readers without having to expand collectors or make changes to the monitoring software.
- PVWC is making a substantial investment to upgrade water meters that are more than 10 years old and it is necessary to have one common software and radio antenna system.
- The "Procurement Guide from the Government Purchasing Association of NJ, 2007" states that the NJ Public Contract Law allows for proprietary goods under certain circumstances. It lists water meters as a specific example where proprietary specifications could be acceptable.
- The Borough of Red Bank has prepared a Resolution (#16-33) to allow only one brand of water meter (also Neptune) so a precedence has been set for this proprietary request.

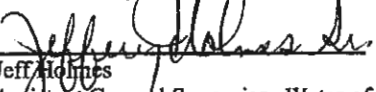
We hereby certify that the foregoing statements made by us are true to the best of our knowledge, information, and belief. We are aware that if any of the foregoing statements made by us are willfully false, we are subject to punishment.

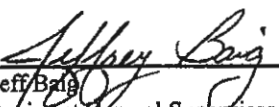
Dated: May 28, 2021

By: 
James Montgomery
Store Keeper Supervisor of
Passaic Valley Water Commission

By: 
Steve Sateary
Water Repair Supervisor of
Passaic Valley Water Commission

By: 
Richard Johnson
Water Repair Supervisor of
Passaic Valley Water Commission

By: 
Jeff Holmes
Assistant General Supervisor Water of
Passaic Valley Water Commission

By: 
Jeff Baig
Assistant General Supervisor Water of
Passaic Valley Water Commission



May 19, 2021

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ, 07011

Ref: Neptune Proprietary

We are pleased to affirm that Neptune's R900® product portfolio is proprietary, developed and produced only by the Neptune Technology Group, Inc. Neptune's R900® products can only be read by Neptune collection devices. This includes the Belt Clip Transceiver and the R900® Gateway.

While competitive radio devices can be connected to Neptune meters, Neptune collection devices cannot read any radio device that is not a Neptune product. If a non-Neptune radio is connected to a Neptune meter, all Neptune Collection devices and Software would have to be changed.

If you have any questions, please contact your local Neptune representative, Al Crocetti, at 856-298-9506.

Sincerely,

A handwritten signature in cursive script that reads 'Layne Morris'.

Layne Morris

Manager of Product Management - Systems

1600 Alabama
Highway 229
Tallahassee, AL 36078

800-633-8754
neptunetg.com

PASSAIC VALLEY WATER COMMISSION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

IDENTIFICATION PAGE

- A. Name of Firm⁽¹⁾: Control Point Associates, Inc.
- B. Address of Firm: 30 Independence Boulevard, Warren, New Jersey 07059
- C. Mailing Address (if different from above): _____
- D. Firm's Primary Contact Person for this Project:
1. Name: James Sens, P.L.S., P.P.
 2. Telephone Number: 908.668.0099
 3. Facsimile Number: 908.668.9595
 4. E-mail Address: jsens@cpasurvey.com
- E. Firm's Alternate Contact Person for this Project:
1. Name: Paul Jurkowski
 2. Telephone Number: 908.668.0099
 3. Facsimile Number: 908.668.9595
 4. E-mail Address: pjurkowski@cpasurvey.com
- F. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: N/A
 2. Address of Subcontractor's Firm: _____
 3. Subcontractor's Contact Person: _____
 4. Telephone Number : _____
 5. Facsimile Number: _____
 6. E-mail Address: _____
- G. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:
- (Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

**RESOLUTION # 21-58
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
PROCUREMENT OF HYDRANTS AS PROPRIETARY GOODS**

DATE OF ADOPTION: June 9, 2021

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

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, the Passaic Valley Water Commission ("PVWC") wishes to restrict the brands of hydrants that bidders may supply to the PVWC under the proprietary goods exception to the Local Public Contracts Law ("LPCL"); and

WHEREAS, the LPCL normally requires Contracting Units to give bidders the option to supply "equivalent" equipment to the brand name specified as per N.J.S.A. § 40A:11-13(d), N.J.A.C. § 5:34-9.2; and

WHEREAS, the LPCL allows Contracting Units, in appropriate situations, to designate certain brands of goods as "proprietary" when those brands of goods are "necessary for the conduct of [the Contracting Unit's] affairs" (hereinafter "the Proprietary Goods Exception") (see N.J.S.A. § 40A:11-2(39); N.J.A.C. § 5:34-9.1(a)(2)); and

WHEREAS, the Proprietary Goods Exception provides that if the Contracting Unit needs to procure goods "of a specialized nature" by one manufacturer, and the need for a certain brand is greater (or more valuable) than the "public benefit of permitting 'brand name or equivalent' and the benefits of ... competition", the Contracting Unit may proceed with a bid specification that restricts bidders to supplying just that brand name of goods, to the exclusion of others; and

WHEREAS, a Contracting Unit may be entitled to opt for the Proprietary Goods Exception when: (i) The contracting unit has a

substantial investment in facilities, training, replacement parts, or complimentary items that warrants reliance on a specific manufacturer or vendor to maintain the value of the investment, and/or (ii) Unique circumstances as to a facility or environment preclude the use of other goods or services; and

WHEREAS, in accordance with the pre-requisite procedures for entitlement to use the Proprietary Goods Exception, the PVWC's Buyer, Gregg Lucianin, prepared a Certification addressed to the Acting Business Administrator, Louis Amodio, and General Counsel, Yaacov Brisman, to demonstrate entitlement to use the Proprietary Goods Exception which is attached hereto as **Exhibit A**, the contents of which are deemed incorporated into this Resolution as though set forth at length herein; and

WHEREAS, the Acting Business Administrator, Mr. Amodio, and General Counsel, Mr. Brisman, having reviewed the Certification, concur with the findings of the Buyer, Mr. Lucianin, and ask the Commissioners to authorize the PVWC to designate hydrants as proprietary goods henceforth; and

WHEREAS, the Commissioners, having received the aforementioned Certification and recommendation, approve the above-referenced measures; and

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

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to procure hydrants under the Proprietary Goods Exception to the Local Public Contracts Law.
2. That this Resolution shall remain in effect henceforth for all types of hydrant procurement (including procurement directly from suppliers or as part of a larger set of

construction specifications), unless and until a change in circumstances or law no longer allows the PVWC to procure hydrants in this manner.

3. That appropriate officials and employees of the PVWC be and are hereby directed to procure hydrants in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove, including but not limited to the discretion to selection which brand(s) of hydrant(s) to specify as "proprietary".

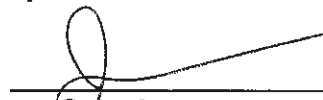
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> X </u>	_____	_____	_____
DEPADUA, C.	<u> X </u>	_____	_____	_____
VAN RENSALIER, R.	<u> X </u>	_____	_____	_____
SANCHEZ, R.	<u> X </u>	_____	_____	_____
KOLODZIEJ, J.	<u> X </u>	_____	_____	_____
LEVINE, J.	<u> X </u>	_____	_____	_____
COTTON, R.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

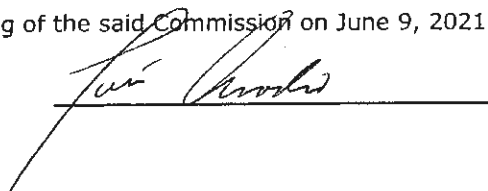


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**Certification of the PVWC's Buyer, Gregg Lucianin, QPA, pursuant to
N.J.A.C. § 5:34-9.1, dated May 24, 2021 in Support of the PVWC's
Request to Procure Hydrants by the Proprietary Goods Exception to
the Local Public Contract Law**

Exhibit A



PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011 • (973) 340-4300
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Ruby Cotton, President, Paterson
Ronald Van Renssler, Vice President, Passaic
Gerald Friend, Treasurer, Clifton
Jeffrey Levine, Secretary, Paterson
Carmen Depadua, Commissioner, Paterson
Joseph Kolodziej, Commissioner, Clifton
Rigoberto Sanchez, Commissioner, Passaic

Certification
of PVWC Buyer, Gregg Lucianin, QPA
pursuant to N.J.A.C. § 5:34-9.1

To: Louis Amodio, Acting Business Administrator for the PVWC.
Yaacov Brisman, General Counsel of the PVWC.

1. I, Gregg Lucianin, QPA, am the Buyer for the Passaic Valley Water Commission ("PVWC"). My job responsibilities are similar to those of "purchasing agents" in other public entities.
2. I make this Certification pursuant to N.J.A.C. § 5:34-9.1 in support of the PVWC's position that the PVWC is entitled to procure hydrants as proprietary goods as that term is defined by N.J.S.A. § 40A:11-2(39).
3. I have been advised by Distribution that it would be in the best interests of the PVWC and its rate payers to limit the brands of hydrants that it receives to the best performing and most advantageous brands with which the PVWC has experience.
4. In the past, the PVWC procured hydrants without regard to brand, or by allowing "or equal" as per N.J.S.A. § 40A:11-13(d) of the Local Public Contracts Law.
5. As a result, bidders supplied the PVWC with fourteen different brands over the years, causing problems over time for the PVWC, from inconveniences to more serious issues affecting public safety.
6. The PVWC learned that Hydrants were not interchangeable or compatible with each other when it came to repairs.
7. Each hydrant manufacturer designs their hydrant to be installed and repaired using only their own tooling and parts.
8. Therefore, if one brand of Hydrant breaks, the PVWC needs to dispatch their crew with that Hydrant brand's tools and spare parts. The PVWC cannot use the tools or spare parts of another brand.
9. When a hydrant breaks, it is almost always an emergency situation.
10. The spare parts on some brands are much easier to source than other brands, making the former far more desirable for the PVWC's needs than the latter. The parts on some brands are available same day or next day. On others, the parts might take 3 months to arrive. If spare parts are not available for a broken hydrant, the PVWC is forced to incur the greater cost of replacing that hydrant completely rather than repairing it.

11. Having several different brands of hydrants creates a chaotic situation for PVWC staff who have to store separately the tooling and parts for each separate brand, restock them as needed, and locate hydrants by brand on the PVWC's network of pipelines.

12. Therefore, Distribution strongly recommends that the PVWC begin to pare down its Hydrant brands to the strongest and best performers, in the opinion of Distribution. At the present time, those brands are Mueller Centurion and Kennedy.

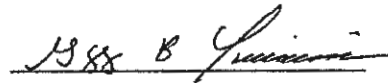
13. A review of other municipality's specifications indicate that they limit hydrant brands as well, including the Township of Franklin in Somerset County, and the City of Trenton in Mercer County.

14. The PVWC recommends that the Board of Commissions approve a Resolution authorizing the PVWC to procure hydrants as proprietary goods, with the authorization to remain in effect for all hydrant procurement (whether procurement is done separately or within a larger set of specifications) until the facts set forth in this Certification are no longer true and accurate.

15. The information contained in this Certification is based on conversations with Distribution and a certification provided by Distribution to me entitled "Fire Hydrants Certification" dated May 19, 2021 on file with Purchasing.

I certify that the foregoing statements made by me are true to the best of my information, knowledge, and belief. I understand that if any of my statements are willfully false, that I may be subject to punishment.

Dated: 5/24/2021



Gregg Lucianin, Buyer

Passaic Valley Water Commission

\\eng\engineering\projects\200_pvwc\201_miscellaneous\201-010 meter and hydrant resolution\certification of lucianin hydrants-letterhead.docx

Administrative Secretary
Louis Amodio

Executive Director
Joseph A. Bella

General Counsel
Yaakov Brisman

FIRE HYDRANTS CERTIFICATION

We make this certification to Gregg Lucianin, QPA, Buyer, for the procurement of fire hydrants.

- a. Passaic Valley Water Commission (PVWC) services the owner cities of Paterson, Passaic, Clifton and Prospect Park. PVWC also serves Lodi, North Arlington and parts of West Milford.
- b. PVWC has 5,436 public fire hydrants in their water system.
- c. Over thirty years of bidding to all manufacturers and accepting the low bidder has resulted in 14 different hydrant manufacturers providing PVWC with hydrants. These manufacturers include: Corey, Corey Rensselaer, Mueller, M&H, R.D. Woods, Kennedy, Iowa, Clow, Pratt & Cady, A.P. Smith, Master, U.S. Pipe, Eddy and AVK.
- d. There are multiple parts required to repair hydrants. These parts include O-rings, gaskets, flanges, break away kits, rods, nuts, etc. These parts are not interchangeable among hydrant manufacturers.
- e. Hydrants have come in two different operating styles: plunger type and scissor type. Obtaining repair parts for scissor type hydrants is especially problematic. All hydrants should be plunger type.
- f. The time to obtain repair parts for hydrants is based on the availability of the materials and, depending on the manufacturer, can take from 2 weeks to 8 months. Some hydrant manufacturers have recommended replacing their hydrant rather than repairing it due to the issues with obtaining repair parts.
- g. Storage of repair parts for 14 different hydrant manufacturers is unwieldy and consumes a large amount of our limited storage space.
- h. All hydrant repairs are performed differently, and multiple personnel are required to be trained to repair multiple hydrant types.
- i. Each hydrant requires their own specific tools for repair.
- j. The difficulty with ordering and storing parts for numerous hydrant manufacturers has been verified by the PVWC Store Keeper Supervisor, James Montgomery.
- k. The difficulty with the training and tools needed to repair numerous hydrant manufacturers has been verified by the Water Repairer Supervisor, Robert Healey.
- l. Hydrants being down for an extended time while waiting for hydrant repairs is problematic and possibly dangerous and the need for standardizing hydrant models has been confirmed by the Assistant General Supervisor Water, Jeff Baig.
- m. Based upon distribution personnel's extensive experience with the various hydrant products in our system, narrowing the hydrant field to two manufacturers has been determined to be in the best interest of the Commission.
- n. Review of other municipality's specifications indicate they limit hydrant models as well. The Township of Franklin in Somerset County is one example of a public entity that has a resolution limiting hydrant procurement to one model.
- o. Based on our experience, Mueller Centurion (model 250) and Kennedy (model K81) are plunger hydrants of high quality and reliability.

p. These two brands of hydrants are distributed by multiple vendors which will allow the PVWC to obtain competitive prices for these hydrants.

q. Based upon our experience, these two brands are very common in the industry and readily available. Likewise, the parts for these brands are readily available, often same day unlike many other brands, which is important in an emergency.

We hereby certify that the foregoing statements made by us are true to the best of our knowledge, information, and belief. We are aware that if any of the foregoing statements made are willfully false, we are subject to punishment.

Dated: May 19, 2021

By: James Montgomery
James Montgomery
Store Keeper Supervisor of
Passaic Valley Water Commission

By: Robert Healey
Robert Healey
Water Repairer Supervisor of
Passaic Valley Water Commission

By: Jeff Paig
Jeff Paig
Assistant General Supervisor Water of
Passaic Valley Water Commission

By: Andrew Bisesi
Andrew Bisesi
General Supervisor Water of
Passaic Valley Water Commission

**RESOLUTION # 21-59
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #19-TELE-00656
COMPUTER EQUIPMENT**

DATE OF ADOPTION: June 9, 2021

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, critical computer equipment is outdated and must be upgraded to strengthen the resilience and security of PVWC's network and SCADA system; and

WHEREAS, State Contract #19-TELE-00656 (the "State Contract") is for the procurement of said computer equipment needed to complete these essential IT-related security projects; and

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

WHEREAS, PVWC has elected to procure the above-referenced computer equipment from Dell Marketing LP., of Round Rock, Texas (the "Awardee") under the State Contract, in the amount of \$304,606.01, and a copy of a memorandum dated June 2, 2021 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations;

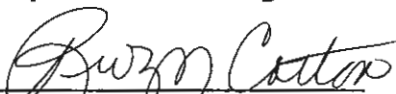
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the State Contract for procurement of the above-referenced computer equipment is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

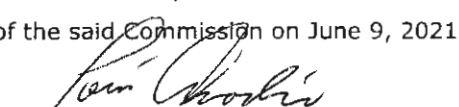


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

PROCUREMENT OF COMPUTER EQUIPMENT

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED June 2, 2021**

**PVWC'S IT DIVISION
MEMORANDUM DATED June 1, 2021**

PVWC's FINANCIAL CERTIFICATION SHEET

AND OTHER RELEVANT INFORMATION

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: June 2, 2021

FROM: Purchasing Department
TO: Yaacov Brisman
Yitzchak Weiss
RE: **State Contract Purchase – Contract # – 19-TELE-00656
Computer Equipment**

The IT Dept. is requesting permission to purchase computer equipment.

Various items are needed (see attached lists) for upgrades and replacement of SCADA Servers, Network Switches, Virtual Servers & Related Software.

The State Contract purchase will be from Dell Marketing LP., of Round Rock, Texas in the amount of \$304,606.01. Funds for this purchase have been budgeted under our 2021 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

Please see attached memo from the IT Dept.

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
P. Porcaro

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: ERIC COAN, IT

SUBJECT: DELL PURCHASE IN AMOUNT OF \$304,606.01

DATE: JUNE 1ST, 2021

The items found on the following resolution will cap PVWC's efforts to replace critically outdated and vulnerable, switches, servers, and PC's throughout our numerous ICS (Industrial Control Systems) and IS (Information Systems) Networks. In addition to the physical replacement of these items, PVWC will finally be able to migrate to Microsoft's Government Cloud E-mail services. While strengthening the resilience and security of PVWC's E-mail services, this will also provide additional forms of secure user authentication, further reducing the risk of unauthorized access to PVWC's networks. With the approval of this resolution, PVWC will have the hardware necessary to complete its essential IT related projects.

This resolution is to approve the purchase the following items listed below, from Dell Technologies of Plain Rock, Texas.

1. SCADA Servers & Back Up Solution (US_QUOTE_3000087088196.1 + US_QUOTE_3000087088302.4)
 - a. To replace existing servers, some of which were put into service in 2004. Typical lifespan of servers typically ranges around 3-5 years. Proactive replacement recommended, as failure of current servers could affect delivery of water.
 - b. To provide a Back Up Solution for SCADA Servers, there is no current plan for full system backups. This will allow for immediate restoration of SCADA servers in the event of a Disaster (Physical or Cyber).
2. Network Switches (US_QUOTE_3000087088301.4)
 - a. To complete network switch replacements at LFWTP. Existing switches have been failing at an increased rate, due to old age. These existing switches are also considered to be security vulnerabilities, as Cisco no longer releases Security Patches.
 - b. Replace Legacy Fiber Optic Transceivers, with more reliable alternatives. These Transceivers are used to connect PVWC's Clifton and Little Falls Campuses.
3. PVWC Virtual ESXi Solution (US_QUOTE_3000087088126.1)
 - a. To add additional computing power to PVWC's Virtual Hosts, in preparation of CMMS. Based on both recommended solutions for CMMS, PVWC will have to expand its available computing power in order to be able to host the additional software.

- b. Provide a Secondary Site to run PVWC's Servers in the event of a Disaster.
- 4. Microsoft O365 + Azure AD (NNEA5142021-01)
 - a. To move PVWC's e-mail solution to Microsoft's Government Cloud. This will allow PVWC to move away from "On-Premise" E-mail, which has been an increasing target of recent cyber-attacks worldwide.
 - b. To provide additional user authentication features, as they pertain to the cyber security recommendation of The Water Quality Accountability Act, P.L. 2017, c. 133 (WQAA)
- 5. AutoCAD 2022 (AUTOCAD612021-01)
 - a. To provide an AutoCAD 2022 License for PVWC's Chemical Engineer
- 6. PC & Monitor Replacements (US_QUOTE_3000087088221.1)
 - a. To provide PVWC with the PCs and monitors to complete remaining Windows Installations and Upgrades.
- 7. Misc. Accessories (US_QUOTE_3000087185432.1)
 - a. To provide PVWC with additional Secure Keyboard Monitor Switches for PVWC's SCADA Operator Control Rooms
 - b. To provide PVWC with additional network accessories for future projects

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **State Contract Purchase 19-TELE-00656 Dell Marketing, L.P.**

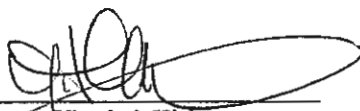
Amount of Project or Contract: \$ 304,606.01

1. Acct: # 001-0901-419-95-07 Capital/Computer & Software

Specific Appropriation to which expenditures will be charged: Capital Budget 2021

Other comments: Single Purchase: June 2021
COMPUTER EQUIPMENT

Date of Certification: 06/02/2021 Certified: \$ 304,606.01


Vitzchak Weiss
Comptroller and Chief Financial Officer

YWgbl

Dell Customer Communication - Confidential



Customer: Passaic Valley Water Commission, NJ
Eric Coan
ecoan@pvwc.com

Date: 6/1/2021
Dell Quote #: AUTOCAD612021-01
Exp Date: 6/30/2021
Contract: 89850 M0003
Tier 1

MICROSOFT					
Qty	Part#	Part Description	Dell Cost	NJ Contract Cost	Line Total
1	C1RK1-WW9295-L590	AutoCAD - including specialized toolsets AD Government New Single-user ELD 3-Year Subscription	\$ 4,610.99	\$ 4,680.15	\$ 4,680.15
Cost is for 3 years				Cost	\$ 4,680.15

This quote adheres OPRA (Open Public Records Act) and the receiving party is permitted to use it for any purpose they see fit.
Quote prepared by: Lori.Ahwan@Dell.com

Net 60 due upon Dell invoice

Notes:



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Dell Customer Communication - Confidential



Customer: Passaic Valley Water Commission, NJ
 Eric Coan
ecoan@pvwc.com

Date: 5/14/2021
 Dell Quote #: NNEA5142021-01
 Exp Date: 6/30/2021
 Contract 89850 M0003
 Tier 1

MICROSOFT

Qty	Part#	Part Description	Dell Cost	NJ Contract Cost	Line Total
150	AAA-11894	O365GCC3 ShrdSvr ALNG SubsVL MVL PerUsr	\$211.20	\$ 210.62	\$ 31,593.00
125	3MS-00001	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$35.88	\$ 35.78	\$ 4,472.50
150	4ES-00001	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	\$25.44	\$ 25.37	\$ 3,805.50
300	3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	\$18.00	\$ 17.95	\$ 5,385.00
300	MQM-00001	AzureActiveDirctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$53.88	\$ 53.73	\$ 16,119.00
25	3PS-00001	ExchgOnlnKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr	\$55.08	\$ 54.93	\$ 1,373.25
Cost is for 12 months				Year 1 of 3	\$ 62,748.25

This quote adheres OPRA (Open Public Records Act) and the receiving party is permitted to use it for any purpose they see fit.
 Quote prepared by: Lori.Rowan@Dell.com

Net 60 due upon Dell Invoice

Notes:

Requires signing a new Microsoft Enterprise Agreement





A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000087088126.1	Sales Rep	Larry Hays
Total	\$38,638.86	Phone	(800) 456-3355, 6179313
Customer #	133751762	Email	Damion_Hays@Dell.com
Quoted On	May. 30, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 29, 2021		PASSAIC VALLEY WATER
Contract Name	State of New Jersey		COMMISSIO
Contract Code	C000000005003		1525 MAIN AVE
Customer Agreement #	M0483/19TELE00656		CLIFTON, NJ 07011-2195
Solution ID	14328518		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Larry Hays

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE	Standard Delivery
PASSAIC VALLEY WATER	
COMMISSIO	
1525 MAIN AVE	
CLIFTON, NJ 07011-2195	
(973) 803-0563	

Product	Unit Price	Quantity	Subtotal
PowerEdge R650 - [amer_r650_14796]	\$19,319.43	2	\$38,638.86

Subtotal:	\$38,638.86
Shipping:	\$0.00
Non-Taxable Amount:	\$38,638.86
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$38,638.86
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
PASSAIC VALLEY WATER
COMMISSIO
1525 MAIN AVE
CLIFTON, NJ 07011-2195
(973) 803-0563

Shipping Method

Standard Delivery

		Quantity		Subtotal
PowerEdge R650 - [amer_r650_14796]		\$19,319.43	2	\$38,638.86
Estimated delivery if purchased today: Jul. 14, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R650 Server	210-AYJZ	-	2	-
10x2.5 Front Storage	379-BEID	-	2	-
SAS/SATA/NVMe Capable Backplane	379-BDSW	-	2	-
No Rear Storage	379-BDTE	-	2	-
Trusted Platform Module 2.0 V3	461-AAIG	-	2	-
2.5" Chassis with up to 10 Hard Drives (SAS/SATA) including max of 4 Universal Drives, 3 PCIe Slots, 2 CPU	321-BGHI	-	2	-
Intel Xeon Gold 6338N 2.2G, 32C/64T, 11.2GT/s, 48M Cache, Turbo, HT (185W) DDR4-2666	338-CBCM	-	2	-
Intel Xeon Gold 6338N 2.2G, 32C/64T, 11.2GT/s, 48M Cache, Turbo, HT (185W) DDR4-2666	338-CBCM	-	2	-
Additional Processor Selected	379-BDCO	-	2	-
Heatsink for 2 CPU configuration (CPU more than 165W)	412-AAVM	-	2	-
Fault Resilient Memory-Vmware	379-BBGK	-	2	-
3200MT/s RDIMMs	370-AEVR	-	2	-
Unconfigured RAID	780-BCDS	-	2	-
PERC H745 Controller, Front	405-AAUZ	-	2	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	2	-
Power Saving Dell Active Power Controller	750-AABF	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
4 High Performance Fans for 2 CPU (more than 165W)	750-ADIH	-	2	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1400W, Mixed Mode	450-AIQZ	-	2	-
Riser Config 0, 2CPU, Half Length, Low Profile, 3 x16 Slots, SW GPU Capable	330-BBRP	-	2	-
PowerEdge R650 Motherboard	329-BFGW	-	2	-
iDRAC9, Enterprise 15G	385-BBQV	-	2	-
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOC	-	2	-
LCD Bezel	325-BECJ	-	2	-
Luggage Tray x8 and x10 Chassis, R650	350-BCEI	-	2	-
BOSS Blank	403-BCID	-	2	-
No Quick Sync	350-BBXM	-	2	-

iDRAC,Factory Generated Password	379-BCSF	-	2	-
iDRAC Group Manager, Disabled	379-BCQY	-	2	-
No Operating System	611-BBBF	-	2	-
No Media Required	605-BBFN	-	2	-
Redundant SD Cards Enabled	385-BBCF	-	2	-
64GB microSDHC/SDXC Card	385-BBOM	-	2	-
64GB microSDHC/SDXC Card	385-BBOM	-	2	-
ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	2	-
PowerEdge R650 Shipping	340-CUQR	-	2	-
R650 Ship 4x3.5, 10x2.5, 8x2.5 NVMe	340-CUQN	-	2	-
R650 Dell/EMC label (BIS) for 2.5" Chassis	343-BBQY	-	2	-
PowerEdge R650 CE Marking, No CCC Marking	389-DYHY	-	2	-
IDSDM Card Reader	385-BBOV	-	2	-
Dell Hardware Limited Warranty Plus Onsite Service	853-2137	-	2	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	853-2140	-	2	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	853-2144	-	2	-
ProSupport Mission Critical 7x24 Technical Support and Assistance 5 Years	853-2159	-	2	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Basic Deployment Dell Server R Series 1U/2U	804-6747	-	2	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE	370-AGDS	-	24	-
800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZQO	-	4	-
Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)	492-BBDG	-	4	-
Mellanox ConnectX-5 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BCMQ	-	4	-
Subtotal:				\$38,638.86
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total:				\$38,638.86

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicescontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifict/terms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

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A quote for your consideration.

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To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000087088196.1	Sales Rep	Larry Hays
Total	\$31,824.60	Phone	(800) 456-3355, 6179313
Customer #	133751762	Email	Damion_Hays@Dell.com
Quoted On	May. 30, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 29, 2021		PASSAIC VALLEY WATER
Contract Name	State of New Jersey		COMMISSIO
Contract Code	C000000005003		1525 MAIN AVE
Customer Agreement #	M0483/19TELE00656		CLIFTON, NJ 07011-2195
Solution ID	14328527		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Larry Hays

Shipping Group

Shipping To	Shipping Method
ERIC COAN PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON, NJ 07011-2195 (973) 340-4376	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R540 Windows Server Instant Savings - [pe_r540_12425_ws]	\$7,956.15	4	\$31,824.60

Subtotal:	\$31,824.60
Shipping:	\$0.00
Non-Taxable Amount:	\$31,824.60
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$31,824.60

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ERIC COAN
PASSAIC VALLEY WATER
COMMISSIO
1525 MAIN AVE
CLIFTON, NJ 07011-2195
(973) 340-4376

Shipping Method

Standard Delivery

	Quantity	Subtotal
PowerEdge R540 Windows Server Instant Savings - [pe_r540_12425_ws]	4	\$7,956.15
Estimated delivery if purchased today: Aug. 03, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00658		

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R540 Server	210-ALZH	-	4	-
PowerEdge R540 MLK Motherboard, V2	329-BFBK	-	4	-
No Trusted Platform Module	461-AADZ	-	4	-
3.5" Chassis with up to 12 Hot Plug Hard Drives	321-BCUJ	-	4	-
Internal PERC	405-AAOM	-	4	-
PowerEdge R540 Shipping	340-BSID	-	4	-
PowerEdge R540 Shipping Material, V2	340-COSN	-	4	-
PowerEdge R540 CCC and BIS Marking, No CE Marking	389-DSXE	-	4	-
Intel Xeon Silver 4216 2.1G, 16C/32T, 9.6GT/s, 22M Cache, Turbo, HT (100W) DDR4-2400	338-BSDO	-	4	-
No Additional Processor	374-BBBX	-	4	-
Thank you for Choosing Dell	555-BBNG	-	4	-
Performance Optimized	370-AAIP	-	4	-
RAID 1 + RAID 5	780-BCOR	-	4	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	4	-
Windows Server 2019 Standard, 16CORE, FI, No Med, No CAL, Multi Language	634-BSFE	-	4	-
Windows Server 2019 Standard, 16CORE, Digitally Fulfilled Recovery Image, Multi Language	528-CFIB	-	4	-
Windows Server 2019 Standard, 16CORE, Media Kit, Multi Language	634-BSGL	-	4	-
iDRAC9, Enterprise	385-BBKT	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
iDRAC, Factory Generated Password	379-BCSF	-	4	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	4	-
1x16 FH, 3xLP, 1CPU	330-BBIS	-	4	-
On-Board LOM	542-BBBP	-	4	-
ISDM and Combo Card Reader	385-BBLE	-	4	-
No Internal Optical Drive	429-AAIQ	-	4	-
Dual, Hot-Plug, Redundant Power Supply (1+1), 750W	450-AJRO	-	4	-
PowerEdge 2U LCD Bezel	325-BCHV	-	4	-

Dell EMC Luggage Tag	350-BBLI	-	4	-
Quick Sync 2 (At-the-box mgmt)	350-BBKV	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBOM	-	4	-
ReadyRails Sliding Rails	770-BBBQ	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	815-4328	-	4	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	815-4373	-	4	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	815-4385	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355	989-3439	-	4	-
On-Site Installation Declined	900-9997	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
8GB RDIMM, 3200MT/s, Single Rank	370-AEVO	-	24	-
480GB SSD SAS Mixed use 12Gbps 512e 2.5in with 3.5in HYB CARR PM5-V Drive, 3 DWPD,	400-BCQD	-	8	-
8TB 7.2K RPM SATA 6Gbps 512e 3.5in Hot-plug Hard Drive	400-ASIF	-	24	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height	540-BBUI	-	4	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-

Subtotal:	\$31,824.60
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$31,824.60

Important Notes

Terms of Sale

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

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To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000087088221.1	Sales Rep	Larry Hays
Total	\$8,500.11	Phone	(800) 456-3355, 6179313
Customer #	133751782	Email	Damion_Hays@Dell.com
Quoted On	May. 30, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 29, 2021		PASSAIC VALLEY WATER
Contract Name	State of New Jersey		COMMISSIO
Contract Code	C000000005003		1525 MAIN AVE
Customer Agreement #	M0483/19TELE00656		CLIFTON, NJ 07011-2195

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Larry Hays

Shipping Group

Shipping To	Shipping Method
ERIC COAN	Standard Delivery
PASSAIC VALLEY WATER	
COMMISSIO	
1525 MAIN AVE	
CLIFTON, NJ 07011-2195	
(973) 340-4378	

Product	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2419H	\$290.69	9	\$2,616.21
Dell 24 Monitor P2418HZm	\$283.04	3	\$849.12
OptiPlex 3080 Small Form Factor	\$839.13	6	\$5,034.78

Subtotal:	\$8,500.11
Shipping:	\$0.00
Non-Taxable Amount:	\$8,500.11
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$8,500.11
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ERIC COAN
PASSAIC VALLEY WATER
COMMISSIO
1525 MAIN AVE
CLIFTON, NJ 07011-2195
(973) 340-4376

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2419H	\$290.69 9	\$2,616.21
Estimated delivery if purchased today: Jul. 01, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656		

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2419H Without Stand	210-ARCI	-	9	-
Dell Limited Hardware Warranty	814-5380	-	9	-
Advanced Exchange Service, 3 Years	814-5381	-	9	-
			Quantity	Subtotal
Dell 24 Monitor P2418HZm		\$283.04	3	\$849.12
Estimated delivery if purchased today: Oct. 27, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 ICM Monitor - P2418HZm	210-ANME	-	3	-
Dell Limited Hardware Warranty	814-5380	-	3	-
Advanced Exchange Service, 3 Years	814-5381	-	3	-

			Quantity	Subtotal
OptiPlex 3080 Small Form Factor		\$839.13	6	\$5,034.78

Estimated delivery if purchased today:
Jul. 08, 2021
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 3080 SFF XCTO	210-AVPR	-	6	-
10th Generation Intel Core i5-10500 (6-Core, 12MB Cache, 3.1GHz to 4.5GHz, 65W)	338-BVCB	-	6	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	6	-
8GB (1x8GB) DDR4 non ECC memory	370-AGFP	-	6	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	6	-
M.2 22x30 Thermal Pad	412-AAQT	-	6	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	6	-
No Additional Hard Drive	401-AANH	-	6	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	6	-
OptiPlex 3080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEUN	-	6	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	6	-

DVD+/-RW Bezel	325-BDSG	-	6	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	6	-
CMS Essentials DVD no Media	658-BBTV	-	6	-
No Media Card Reader	379-BBHM	-	6	-
Speaker for Tower and SFF	520-AARD	-	6	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	6	-
Chassis Intrusion Switch - SFF	461-AAEE	-	6	-
No Stand Option	575-BBBI	-	6	-
No Additional Cable Requested	379-BBCY	-	6	-
No Additional Add In Cards	382-BBHX	-	6	-
No Additional Video Ports	492-BCKH	-	6	-
Dell KB216 Wired Keyboard English	580-ADJC	-	6	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	6	-
No Cable Cover	325-BCZQ	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
Dell Watchdog Timer	379-BDWG	-	6	-
Quick Setup Guide 3080 SFF	340-CPVF	-	6	-
No UPC Label	389-BDCE	-	6	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	6	-
Shipping Material for SFF (DAO)	340-CQYR	-	6	-
Shipping Label for DAO,BRZ	389-BBUU	-	6	-
SFF: EPA Regulatory LBL for Mexico	389-DVCL	-	8	-
No CompuTrace	461-AABF	-	6	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	6	-
Desktop BTO Standard shipment	800-BBIO	-	6	-
Dust cover SFF	325-BDSX	-	6	-
No Out-of-Band Systems Management	631-ACMW	-	6	-
No External ODD	429-ABGY	-	6	-
No Optane	400-BFPO	-	6	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	6	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	6	-
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	6	-
			Subtotal:	\$8,500.11
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$8,500.11

Important Notes

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Quote No.	3000087088301.4	Sales Rep	Larry Hays
Total	\$64,287.37	Phone	(800) 456-3355, 6179313
Customer #	133751762	Email	Damion_Hays@Dell.com
Quoted On	May. 30, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 29, 2021		PASSAIC VALLEY WATER
Contract Name	State of New Jersey		COMMISSIO
Contract Code	C000000005003		1525 MAIN AVE
Customer Agreement #	M0483/19TELE00656		CLIFTON, NJ 07011-2195
Solution ID	14328540		
Deal ID	22086465		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Larry Hays

Shipping Group

Shipping To	Shipping Method
ERIC COAN PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON, NJ 07011-2195 (973) 340-4376	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OS10 Enterprise, S4148T-ON, Customer Kit	\$2,519.72	2	\$5,039.44
OS10 Enterprise, S4128T-ON, Customer Kit	\$979.72	1	\$979.72
OS10 Enterprise, S4112T, Customer Kit	\$699.72	4	\$2,798.88
Dell Networking, Adapter, QSFP28 to SFP28 for select optics only [SKU: 407-BBZN]	\$1,647.00	1	\$1,647.00

Dell Networking, Transceiver, 40GbE QSFP+ LR4, 1310nm, LC duplex, 10km on SMF [SKU: 407-BBGL]	\$12,240.00	1	\$12,240.00
PowerSwitch S4112-ON - [amer_s4112-on_12808]	\$3,640.54	4	\$14,562.16
PowerSwitch S3100 - [dao_s3100_1414] (2)	\$3,308.93	1	\$3,308.93
PowerSwitch S4128 - [amer_s4128_12358]	\$4,521.03	1	\$4,521.03
PowerSwitch S3100 - [dao_s3100_1414]	\$4,465.27	1	\$4,465.27
PowerSwitch S4148 - [amer_s4148_12357]	\$7,362.47	2	\$14,724.94
Subtotal:			\$64,287.37
Shipping:			\$0.00
Non-Taxable Amount:			\$64,287.37
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$64,287.37

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ERIC COAN
PASSAIC VALLEY WATER
COMMISSIO
1525 MAIN AVE
CLIFTON, NJ 07011-2195
(973) 340-4376

Shipping Method

Standard Delivery

		Quantity	Subtotal	
OS10 Enterprise, S4148T-ON, Cu stomer Kit		\$2,519.72	2	\$5,039.44
Estimated delivery if purchased today: Jun. 07, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Quantity	Subtotal
OS10 Enterprise, S4148T-ON, Cu stomer Kit	619-AMJP	-	2	-
			Quantity	Subtotal
			1	\$979.72
OS10 Enterprise, S4128T-ON, Cu stomer Kit		\$979.72	1	\$979.72
Estimated delivery if purchased today: Jun. 07, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Quantity	Subtotal
OS10 Enterprise, S4128T-ON, Cu stomer Kit	619-AMJF	-	1	-
			Quantity	Subtotal
			4	\$699.72
OS10 Enterprise, S4112T, Custo mer Kit		\$699.72	4	\$2,798.88
Estimated delivery if purchased today: Jun. 07, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Quantity	Subtotal
CUS.DF.LIC,OS10,S4112T-ON	634-BRBB	-	4	-
			Quantity	Subtotal
			1	\$1,647.00
Dell Networking, Adapter, QSFP28 to SFP28 for select optics only		\$1,647.00	1	\$1,647.00
[SKU: 407-BBZN] Estimated delivery if purchased today: Jun. 09, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00856				
Description	SKU	Unit Price	Quantity	Subtotal
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
Cables & Optics Virtual Base	210-AXLU	-	1	-
Dell Networking, QSA Adapter, QSFP+/QSFP28 to SFP/SFP+/SFP28 for select optics only	407-BBZN	-	15	-
			Quantity	Subtotal
			1	\$12,240.00
Dell Networking, Transceiver, 40GbE QSFP+ LR4, 1310nm, LC duplex, 10km on SMF [SKU: 407-BBGL]		\$12,240.00	1	\$12,240.00
Estimated delivery if purchased today: Jun. 07, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Quantity	Subtotal

Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
Cables & Optics Virtual Base	210-AXLU	-	1	-
Dell Networking, Transceiver, 40GbE QSFP+ LR4, 1310nm, LC duplex, 10km on SMF	407-BBGL	-	4	-

			Quantity	Subtotal
PowerSwitch S4112-ON - [amer_s4112-on_12808]		\$3,640.54	4	\$14,562.16

Estimated delivery if purchased today:
Jun. 09, 2021
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4112T, 12 x 10GbBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, No OS	210-AOYV	-	4	-
No Operating System Installed	619-AGYQ	-	4	-
Dell EMC Networking S4112-ON Americas User Guide	343-BBJO	-	4	-
Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112	770-BCTF	-	4	-
Dell Hardware Limited Warranty 1 Year	617-7266	-	4	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	617-7279	-	4	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	617-7280	-	4	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	617-7298	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit www.dell.com/support or call 1-800- 945-3355	989-3439	-	4	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	4	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	804-2146	-	4	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment	821-5785	-	4	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-

			Quantity	Subtotal
PowerSwitch S3100 - [dao_s3100_1414] (2)		\$3,308.93	1	\$3,308.93

Estimated delivery if purchased today:
Jun. 23, 2021
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell Networking S3124P, L3, PoE+, 24x 1GbE, 2x Combo, 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, 1x 715w AC PS	210-AFSZ	-	1	-
Power Supply, 715w, S3124P, Required for more than 550 watts of POE+, or for redundancy	450-AFHZ	-	1	-
Dell Networking S3100 Series User Guide	343-BBEK	-	1	-
Dell Hardware Limited Warranty 1 Year	807-5616	-	1	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	807-5619	-	1	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis,3 Year	807-5645	-	1	-
ProSupport:7x24 HW/SW Tech Support and Assistance,3 Years	807-5671	-	1	-

Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Dell Networking S Series 3XXX Switch - Deployment Verification	805-2399	-	1	-
ProDeploy Dell Networking S Series 3XXX Switch - Deployment	821-5792	-	1	-
Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P	450-ADYH	-	2	-

			Quantity	Subtotal
PowerSwitch S4128 - [amer_s4128_12358]			1	\$4,521.03

Estimated delivery if purchased today:
Jun. 09, 2021
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4128T-ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, PSU to IO, 2 PSU, No OS	210-ALTH	-	1	-
No Operating System Installed	619-AGYQ	-	1	-
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	-	1	-
Dell Hardware Limited Warranty 1 Year	814-1524	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	814-1557	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	814-1558	-	1	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	814-1580	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3481	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	1	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	804-2146	-	1	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment	821-5785	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-

			Quantity	Subtotal
PowerSwitch S3100 - [dao_s3100_1414]			1	\$4,465.27

Estimated delivery if purchased today:
Aug. 04, 2021
Contract # C000000005003
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell Networking S3148P, L3, PoE+, 48x 1GbE, 2x Combo, 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, 1x 1100w AC PS	210-AFTC	-	1	-
Dell Networking S3100 Series User Guide	343-BBEK	-	1	-
Dell Hardware Limited Warranty 1 Year	807-5763	-	1	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	807-5764	-	1	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Year	807-5789	-	1	-
ProSupport:7x24 HW/SWTech Support and Assistance, 3 Year	807-5815	-	1	-

Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Dell Networking S Series 3XXX Switch - Deployment Verification	805-2399	-	1	-
ProDeploy Dell Networking S Series 3XXX Switch - Deployment	821-5792	-	1	-
Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P	450-ADYH	-	1	-

			Quantity	Subtotal
PowerSwitch S4148 - [amar_s4148_12357]		\$7,362.47	2	\$14,724.94

Estimated delivery if purchased today:

Jun. 09, 2021

Contract # C000000005003

Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4148T-ON, 1U, 48 x 10Gbase-T, 4 x QSFP28, 2 x QSFP+, 10 to PSU, 2 PSU, No OS	210-ALSL	-	2	-
No Operating System Installed	619-AGYQ	-	2	-
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	-	2	-
Dell Hardware Limited Warranty 1 Year	815-1401	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	815-1465	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	815-1467	-	2	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	815-1511	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	804-2146	-	2	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment	821-5785	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-

Subtotal:	\$64,287.37
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$64,287.37

Important Notes

Terms of Sale

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000087088302.4	Sales Rep	Larry Hays
Total	\$80,971.80	Phone	(800) 456-3355, 6179313
Customer #	133751762	Email	Damion_Hays@Dell.com
Quoted On	May. 30, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 29, 2021		PASSAIC VALLEY WATER
Contract Name	State of New Jersey		COMMISSIO
Contract Code	C000000005003		1525 MAIN AVE
Customer Agreement #	M0483/19TELE00658		CLIFTON, NJ 07011-2195
Solution ID	14328540		
Deal ID	22086465		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Larry Hays

Shipping Group

Shipping To	Shipping Method
ERIC COAN PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON, NJ 07011-2195 (973) 340-4376	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R540 Tailor Made Instant Savings - SCADA REDUNDANCY	\$6,978.27	8	\$55,826.16
PowerEdge R540 - VM Host REDUNDANCY	\$6,286.41	4	\$25,145.64

Subtotal:	\$80,971.80
Shipping:	\$0.00
Non-Taxable Amount:	\$80,971.80
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$80,971.80
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ERIC COAN
PASSAIC VALLEY WATER
COMMISSIO
1525 MAIN AVE
CLIFTON, NJ 07011-2195
(973) 340-4376

Shipping Method

Standard Delivery

	Quantity	Subtotal
PowerEdge R540 Tailor Made Instant Savings - SCADA REDUNDANCY		
Estimated delivery if purchased today: Aug. 03, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00858	\$6,978.27 8	\$55,826.16

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R540 Server	210-ALZH	-	8	-
PowerEdge R540 MLK Motherboard, V2	329-BFBK	-	8	-
No Trusted Platform Module	461-AADZ	-	8	-
3.5 Chassis with up to 8 Hot Plug Hard Drives	321-BCWW	-	8	-
Internal PERC	405-AAOM	-	8	-
PowerEdge R540 Shipping	340-BSID	-	8	-
PowerEdge R540 Shipping Material, V2	340-COSN	-	8	-
PowerEdge R540 CCC and BIS Marking, No CE Marking	389-DSXE	-	8	-
Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400	338-BSDL	-	8	-
No Additional Processor	374-BB8X	-	8	-
Thank you for Choosing Dell	555-BBNG	-	8	-
Performance Optimized	370-AAIP	-	8	-
RAID 1 + RAID 5	780-BCDR	-	8	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	8	-
Windows Server 2019 Standard, 16CORE, F1, No Med, No CAL, Multi Language	634-BSFE	-	8	-
Windows Server 2019 Standard, 16CORE, Digitally Fulfilled Recovery Image, Multi Language	528-CFIB	-	8	-
iDRAC9, Enterprise	385-BBKT	-	8	-
iDRAC Group Manager, Disabled	379-BCQY	-	8	-
iDRAC, Factory Generated Password	379-BCSF	-	8	-
1x16 FH, 3xLP, 1CPU	330-BBIS	-	8	-
On-Board LOM	542-BB8P	-	8	-
DVD +/-RW, SATA, Internal	429-ABCL	-	8	-
Dual, Hot-Plug, Redundant Power Supply (1+1), 750W	450-AJRO	-	8	-
PowerEdge 2U LCD Bezel	325-BCHV	-	8	-
Dell EMC Luggage Tag	350-BBLI	-	8	-
Quick Sync 2 (At-the-box mgmt)	350-BBKV	-	8	-

Performance BIOS Settings	384-BBBL	-	8	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	8	-
ReadyRails Sliding Rails	770-BBBQ	-	8	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	8	-
Dell Hardware Limited Warranty Plus On-Site Service	815-4328	-	8	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	815-4373	-	8	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	815-4385	-	8	-
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800-945-3355	989-3439	-	8	-
On-Site Installation Declined	900-9997	-	8	-
3200MT/s RDIMMs	370-AEVR	-	8	-
8GB RDIMM, 3200MT/s, Single Rank	370-AEVO	-	48	-
480GB SSD SAS Mixed use 12Gbps 512e 2.5in with 3.5in HYB CARR PM5-V Drive, 3 DWPD,	400-BCQD	-	16	-
1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR	400-ASHJ	-	32	-
5-pack of Windows Server 2019/2016 Device CALs (Standard or Datacenter)	634-BSFT	-	32	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height	540-BBUI	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	16	-

			Quantity	Subtotal
PowerEdge R540 - VM Host REDUNDANCY	\$6,286.41	4		\$25,145.64
Estimated delivery if purchased today: Aug. 03, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R540 Server	210-ALZH	-	4	-
PowerEdge R540 MLK Motherboard, V2	329-BFBK	-	4	-
No Trusted Platform Module	461-AADZ	-	4	-
3.5 Chassis with up to 8 Hot Plug Hard Drives	321-BCWW	-	4	-
Internal PERC	405-AAOM	-	4	-
PowerEdge R540 Shipping	340-BSID	-	4	-
PowerEdge R540 Shipping Material, V2	340-COSN	-	4	-
PowerEdge R540 CCC and BIS Marking, No CE Marking	389-DSXE	-	4	-
Intel Xeon Silver 4216 2.1G, 16C/32T, 9.6GT/s, 22M Cache, Turbo, HT (100W) DDR4-2400	338-BSDO	-	4	-
No Additional Processor	374-BBBX	-	4	-
Thank you for Choosing Dell	555-BBNG	-	4	-
Performance Optimized	370-AAIP	-	4	-
RAID 5	780-BCDP	-	4	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	4	-
VMware ESXi 6.7 U3 Embedded Image on Flash Media (License Not Included)	634-BRIM	-	4	-
iDRAC9,Enterprise	385-BBKT	-	4	-

iDRAC Group Manager, Disabled	379-BCQY	-	4	-
iDRAC, Factory Generated Password	379-BCSF	-	4	-
1x16 FH, 3xLP, 1CPU	330-BBIS	-	4	-
On-Board LOM	542-BBBP	-	4	-
iSDM and Combo Card Reader	385-BBLE	-	4	-
Redundant SD Cards Enabled	385-BBCF	-	4	-
64GB microSDHC/SDXC Card	385-BBKJ	-	4	-
64GB microSDHC/SDXC Card	385-BBKJ	-	4	-
DVD +/-RW, SATA, Internal	429-ABCL	-	4	-
Dual, Hot-Plug, Redundant Power Supply (1+1), 750W	450-AJRO	-	4	-
PowerEdge 2U LCD Bezel	325-BCHV	-	4	-
Dell EMC Luggage Tag	350-BBLI	-	4	-
Quick Sync 2 (At-the-box mgmt)	350-BBKV	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
ReadyRails Sliding Rails	770-BBBQ	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	815-4328	-	4	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	815-4373	-	4	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	815-4385	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	4	-
On-Site Installation Declined	900-9997	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	24	-
2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive, 3.5in HYB CARR	400-ANTE	-	16	-
No Media Required	421-5736	-	4	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Full Height	540-BBUI	-	4	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-

Subtotal:	\$80,971.80
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$80,971.80

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Quote No.	3000087185432.1	Sales Rep	Larry Hays
Total	\$12,954.87	Phone	(800) 456-3355, 6179313
Customer #	133751762	Email	Damion_Hays@Dell.com
Quoted On	Jun. 01, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 01, 2021		PASSAIC VALLEY WATER
Contract Name	State of New Jersey		COMMISSIO
Contract Code	C000000005003		1525 MAIN AVE
Customer Agreement #	M0483/19TELE00656		CLIFTON, NJ 07011-2195

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Larry Hays

Shipping Group

Shipping To	Shipping Method
ERIC COAN	Standard Delivery
PASSAIC VALLEY WATER	
COMMISSIO	
1525 MAIN AVE	
CLIFTON, NJ 07011-2195	
(973) 340-4376	

Product	Unit Price	Quantity	Subtotal
Belkin Secure 4-Port Keyboard/Mouse Switch	\$541.79	3	\$1,625.37
Dell Networking, Transceiver, 40GbE QSFP+ LR4, 1310nm, LC duplex, 10km on SMF, Customer Kit	\$3,570.00	3	\$10,710.00
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 7 Meter	\$206.50	3	\$619.50

Subtotal:	\$12,954.87
Shipping:	\$0.00
Non-Taxable Amount:	\$12,954.87
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$12,954.87

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To	Shipping Method
ERIC COAN	Standard Delivery
PASSAIC VALLEY WATER	
COMMISSIO	
1525 MAIN AVE	
CLIFTON, NJ 07011-2195	
(973) 340-4376	

		Quantity	Subtotal	
Belkin Secure 4-Port Keyboard/Mouse Switch		\$541.79 3	\$1,625.37	
Estimated delivery if purchased today: Jul. 29, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Quantity	Subtotal
Belkin Secure 4-Port Keyboard/Mouse Switch	A9139370	-	3	-
			Quantity	Subtotal
Dell Networking, Transceiver, 40GbE QSFP+ LR4, 1310nm, LC duplex, 10km on SMF, Customer Kit		\$3,570.00	3	\$10,710.00
Estimated delivery if purchased today: Jun. 10, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00653				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Networking, Transceiver, 40GbE QSFP+ LR4, 1310nm, LC duplex, 10km on SMF, Customer Kit	407-BBGN	-	3	-
			Quantity	Subtotal
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 7 Meter		\$206.50	3	\$619.50
Estimated delivery if purchased today: Jun. 10, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 7 Meter	470-AAXI	-	3	-
			Subtotal:	\$12,954.87
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$12,954.87

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^ADell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Master G2B Blanket Purchase Order 19-TELE-00656

Header Information

Purchase Order Number:	19-TELE-00656	Release Number:	0	Short Description:	M0483 - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
Status:	3PS - Sent	Purchaser:	Barbara Van Vliet	Receipt Method:	Dollars
Fiscal Year:	2019	PO Type:	G2B Blanket	Minor Status:	
Organization:	Division of Purchase and Property	Location:	TELE - Technology and Telecommunications	Type Code:	NATCOOP
Department:	DPP - Division of Purchase and Property	Entered Date:	01/04/2019 10:24:32 AM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Prard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:					
T Number:	M0483				
NJ Cooperative Purchasing:	Yes				
Green Blanket PO:	No				
Emergency Blanket PO:	No				
Small Business Category:	None				
Performance Bond Required:	No				

<https://www.njstart.gov/bso/external/purchaseorder/poSummary.sdo?docId=19-TELE-00656...> 6/2/2021

**Participating in
NJSTART Marketplace
Cooperative:**

Agency Attachments: 1422997337_1422659264_MN-Computers_19512_Released RFP~18.pdf
Dell PA-1.pdf
M0483 Method of Operation 110419~19.docx
M0483VendorInformationChange1
Dell Cooperative Purchasing Resellers M0483~3.docx
M0483ContractCancellation2
M0483ContractExtension3
M0483 Change Order 7 Extension 4 032020~17.docx

Vendor Attachments:

Primary Vendor Information & PO Terms

Vendor:	V00000889 - Dell Marketing L.P. Diane Wigington One Dell Way Round Rock, TX 78682 US Email: Stephanie.Schrader@dell.com Phone: (512)728-4805 FAX: (512)283-9092	Payment	Net 60	Shipping	
		Terms:		Method:	
PO	Acknowledgements:	Shipping	F.O.B., Destination	Freight	
		Terms:		Terms:	
		Document	Notifications	Acknowledged Date/Time	
	Change Order 1	Emailed to Stephanie.Schrader@dell.com at 05/09/2019 11:31:29 AM		05/09/2019 01:30:37 PM	
	Change Order 2	Emailed to Stephanie.Schrader@dell.com at 11/04/2019 01:20:17 PM		11/07/2019 07:59:43 AM	
	Change Order 3	Emailed to Stephanie.Schrader@dell.com at 03/20/2020 01:34:04 PM		03/21/2020 02:51:11 PM	
	Change Order 4	Emailed to Stephanie.Schrader@dell.com at 06/30/2020 10:45:04 AM		06/30/2020 11:54:22 AM	
	Change Order 5	Emailed to Stephanie.Schrader@dell.com at 11/12/2020 02:39:17 PM		11/12/2020 03:36:18 PM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00000889	Dell Marketing L.P.	Email	Active

<https://www.njstart.gov/bsa/external/purchaseorder/poSummary.sdo?docId=19-TELE-0065...> 6/2/2021

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 10/01/2015 **Master Blanket/Contract End Date:** 07/31/2021
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$77,371,118.07	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. 3PS - Sent

NIGP Code: 204-53
 Microcomputers, Desktop or Tower based

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	Net - Net	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 2.0, Item # 2: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. 3PS - Sent

NIGP Code: 204-54
 Microcomputers, Laptop, Notebook and Tablets

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	Net - Net	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 3.0, Item # 3: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. 3PS - Sent

NIGP Code: 204-53
 Microcomputers, Desktop or Tower based

<https://www.njstart.gov/bso/external/purchaseorder/poSummary.sdo?docId=19-TELE-0065...> 6/2/2021

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	Net - Net	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 4.0, Item # 4: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES. 3PS - SentNIGP Code: 204-91

Servers, Microcomputer: Application, Database, File, Mail, Network, Web, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	Net - Net	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 5.0, Item # 5: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. 3PS - SentNIGP Code: 206-89

Storage Devices, Electronic, Disk Drive Compatible, Network Attached Storage (NAS), Storage Attached Network (SAN)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	Net - Net	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Exit

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SONJ_SONJAWS_PROD_BUYSPED_2_bso

**RESOLUTION # 21-60
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 19-P-89 ENTITLED "PROFESSIONAL SERVICES TO
ASSIST PVWC IN COMPETITIVE CONTRACTING PROCUREMENT
OF A NEW CMMS SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
CMMS IMPLEMENTATION ASSISTANCE AND POST
IMPLEMENTATION REFINEMENT**

DATE OF ADOPTION: June 9, 2021

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

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, Project 19-P-89 entitled "Professional Services to Assist PVWC in Competitive Contracting Procurement of a New CMMS System" (the "Project") was awarded to Westin Technology Solutions, LLC ("Westin") of Milwaukee, Wisconsin at PVWC's Commission Meeting dated July 17, 2019 (PVWC Resolution 19-40) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$558,920.00; and

WHEREAS, PVWC's original competitive Request for Proposals fixed all Respondent's amounts for Implementation Assistance and Post-Implementation Refinement for a total of \$240,000.00 for the purpose of comparing the Respondent's fee proposals; and

WHEREAS, Westin was unable to provide a detailed scope of work or actual labor estimate for these items at the time that the original Proposal was submitted to the Commission since the exact future software solution and associated costs for its installation support was unknown, however PVWC's CMMS Software Selection Committee, with the assistance of Westin, has selected CentralSquare Technologies, LLC, a Delaware Limited Liability Company, of Lake Mary, Florida for the procurement of the new CMMS software and Cardno, Inc., a Delaware Corporation, of Clearwater, Florida to

perform Professional Services for Software Implementation of the new CMMS; and

WHEREAS, at PVWC's request, Westin has submitted a proposal dated June 1, 2021 (the "Proposal") to modify the Project to include the said additional professional services, and a copy of the Proposal, including a description of the said additional services, along with a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Director of Engineering has reviewed Westin's Proposal and find it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved, and a copy of the Director of Engineering's memorandum dated June 1, 2021 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Chief Financial Officer; and the General Counsel, (as to form and legality); have reviewed the above-referenced memorandum and concur with the Director of Engineering's recommendations; and

WHEREAS, the previously approved not-to-exceed total price of \$558,920.00 for the Project is hereby increased by the amount of \$335,075.00 for a revised not-to-exceed total price of \$893,995.00; and

WHEREAS, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is also attached hereto and made a part hereof (in above-referenced Exhibit B); and

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

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit C;

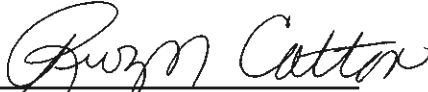
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That PVWC hereby approves and awards the changes to the scope of Work for the Project as set forth in Westin's Proposal dated June 1, 2021 which changes result in an increase of \$335,075.00, with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 19-P-89 from \$558,920.00 to \$893,995.00; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

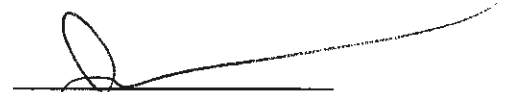
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> X </u>	_____	_____	_____
DEPADUA, C.	<u> X </u>	_____	_____	_____
VAN RENSALIER, R.	<u> X </u>	_____	_____	_____
SANCHEZ, R.	<u> X </u>	_____	_____	_____
KOLODZIEJ, J.	<u> X </u>	_____	_____	_____
LEVINE, J.	<u> X </u>	_____	_____	_____
COTTON, R.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

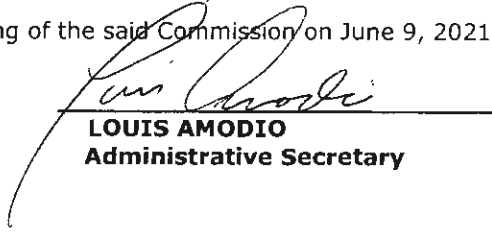


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 19-P-89 ENTITLED "PROFESSIONAL SERVICES TO ASSIST
PVWC IN COMPETITIVE CONTRACTING PROCUREMENT OF A NEW
CMMS SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
CMMS IMPLEMENTATION ASSISTANCE AND POST IMPLEMENTATION
REFINEMENT**

**WESTIN'S PROPOSAL
DATED JUNE 1, 2021**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 19-P-89 ENTITLED "PROFESSIONAL SERVICES TO ASSIST
PVWC IN COMPETITIVE CONTRACTING PROCUREMENT OF A NEW
CMMS SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
CMMS IMPLEMENTATION ASSISTANCE AND POST IMPLEMENTATION
REFINEMENT**

**PVWC DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JUNE 1, 2021
AND FORM OF AMENDMENT TO AGREEMENT**

EXHIBIT B

Proposed Change Order

CMMS Implementation Assistance and Post Implementation Refinement

I. Background

Westin is currently under contract to assist the Passaic Valley Water Commission ("PVWC" or "Commission") for Professional Services in **Competitive Contracting Procurement of a New CMMS System**. The ultimate goal is to successfully replace PVWC's existing work order systems with a modern computerized maintenance management system ("CMMS") solution that will assist the Commission to better manage its infrastructure assets, add workforce efficiency, improve asset data quality, and more effective and efficient reporting.

However, within the original competitive RFP, the Commission did not know what CMMS solution would be ultimately selected, and therefore purposefully fixed all Respondent's amounts for **Task 5 – Implementation Assistance** at \$160,000, and **Task 6 – Post-Implementation Refinement** at \$80,000, for a total of \$240,000. This is commonly done to be able to compare the Respondent's fee proposals for the earlier Tasks 1 through 4 (i.e., Gap Assessment through RFP Development), without knowing the exact future software solution and the associated costs for its installation support. Accordingly, Westin's proposal did not include a detailed scope of work or actual labor estimate for Task 5 and Task 6. Westin's summary of proposed costs in its RFP response is shown below.

	Total Hours	Labor	Travel	Total
Task 1 – Business Process Analysis	304	\$ 74,500	\$ 12,000	\$ 86,500
Task 2 – IT Strategic Plan and Design	128	\$ 31,200	\$ 5,000	\$ 36,200
Task 3 – Business Process Assessment & Recommendations	80	\$ 21,000	\$ 4,500	\$ 25,500
Task 4 – CMMS Procurement	600	\$ 148,720	\$ 22,000	\$ 170,720
Task 5 – CMMS Implementation Assistance				\$ 160,000
Task 6 – CMMS Post-implementation Refinement				\$ 80,000
Total	1112	\$ 275,420	\$ 43,500	\$ 558,920

Westin's response to the Commission's RFP for **Task 5 - CMMS Implementation Assistance** only included two paragraphs, with the 2nd paragraph stating in full,

"The exact scope and strategies for successful implementation of the CMMS solution will be determined by the Commission likely during the contract negotiation phase after a specific CMMS vendor has been chosen. An amendment to the Agreement will be submitted by Westin at that time for the Task 5 services with timelines and anticipated costs."

Westin is in the process of successfully wrapping up its services for **Task 4 – CMMS Procurement**. Now that PVWC's new EAM, Lucity CMMS solution from Central Square and the system implementer Cardno have been selected and completed negotiations, this proposal further defines and supplements Westin's initial competitive response for **Task 5 - Implementation Services** and **Task 6 – Post Implementation Services**. These services would continue to provide the Commission with seamless support from Westin in the successful management of the implementation team ("I Team") comprised of both Central Square and Cardno.

II. Proposed Scope of Work

Successfully moving PVWC to a new CMMS solution is a relatively major undertaking. This is due to the breadth of PVWC departments involved in this project, the numerous business process and technology changes expected, and the relatively large number of PVWC employees affected within this engagement. For real success, this implementation effort needs to be far more than just a CMMS software project. This substantial investment must also transform the majority of PVWC's asset management business processes (e.g., maintenance management, field inspections, workforce planning and scheduling, capital planning, and performance reporting). The modern system functionality of the new CMMS solution, its mobility advancements, enhanced system interfaces, and superior reporting capabilities can dramatically transform PVWC's infrastructure and asset management programs.

This proposed scope of work would seamlessly continue Westin's independent, professional consulting services through the new Central Square solution Go-Live and Post-Live support phases. Westin proposes to work on behalf of the PVWC as its program's Trusted Advisor to continue to help guide and support PVWC's Project Manager and Core Team during the Central Square solution foundational discovery and planning, system configuration, solution testing, user training, Go-Live, and Post-Live phases. Westin's program services will leverage and augment the PVWC's team knowledge and project resources. Westin will provide additional program management, project coordination, management of the I Team's EAM, Lucity implementation, best practices alignment, and enriched reporting capabilities.

Task 5 – CMMS Implementation Assistance

Westin's CMMS implementation assistance services are designed to assist, advise, augment, and support the PVWC's Project Manager and Core Team through the successful Go-Live of the new Central Square CMMS solution. Westin's team will work collaboratively with PVWC to provide complementary program and management services of the I Team on behalf of PVWC to help align, manage, and integrate all project resources. Westin's skills and experience operating as our client's Owner's Agent has been demonstrated in many of the largest and most complex utilities in the country. Developing and reviewing the overall project schedule, specific inquiries related to discovery, data conversion, interfaces, testing, and training are among the services we will provide.

Task 5.1 – Asset Management Services

Westin is currently performing **Task 5.1 – Asset Management Services** as described below.

A. Define & Capture Missing Asset Data: Westin will initially request an extraction of the Commission's eMaint asset list, plant diagrams, and access to its GIS data. Westin will then conduct a webinar with the core team members to establish the definition what is an "asset." This webinar will build consensus based on best practices. The session is expected to last 1 ½ hours.

Westin will next facilitate a series of webinars and conference calls to define PVWC's asset hierarchy and how PVWC will manage its infrastructure cost data (e.g., by system, geographic locations, pressure zones, etc.). Westin will review the plant diagrams and the current asset data in eMaint to develop an initial asset hierarchy for the vertical (plant) assets for the new CMMS solution. Westin will review the linear asset data in GIS and the data in FieldBook to establish the asset hierarchy for the linear (distribution) assets. Westin will concurrently facilitate discussions to reach agreement on standard asset numbering standards, as well as asset description standards. Westin will work with the core team to assess the impact of any new hierarchy and/or naming conventions on the Commission's ESRI ArcGIS structure and adjust accordingly. This effort will be coordinated with the FieldBook activities being performed by Hatch Mott MacDonald. Westin will work closely with the core team and will document all decisions and provide a data standards document to be used as a guide for future data collection efforts.

B. Field Inspection Forms: The Commission has been utilizing the FieldBook application to develop a series of field inspection forms for service line installations, plumbing inspections, hydrant inspections, hydrant repairs, valve exercising, valve repairs and main breaks. Westin will work with the core team to streamline these forms based on modern practices and effective data quality control procedures. Westin will identify any paper-based forms that are candidate for replacement or elimination with the new CMMS solution. This effort also includes a review and further development of PVWC's linear asset failure codes, problems, and root causes for inclusion in the new CMMS solution.

C. Initial EAM Workshop: Westin will conduct one initial webinar to educate the Commission's staff on the benefits and major practices associated with employing a formalized Enterprise Asset Management ("EAM") Program. The workshop will introduce the team to the ISO 55000 asset management standards as the Commission's EAM Program framework, and other pertinent industry literature for continual self-learning. This webinar is envisioned to last 1 ½ hours and will provide the foundation for the development of the Commission's EAM Program.

D. Asset Data Capture Plan: Westin will work closely with the core team to define the requisite missing data to be gathered for inclusion with the new CMMS solution and create an Asset Data Capture Plan. Westin will facilitate a series of webinars with the core team to further define the requisite data requirements for Water Operation's vertical (above ground) assets and confirm the attributions for each major asset classification. Westin will help the Commission create field data collection templates using ESRI's Survey 123 tool for each major asset class missing substantial information. This effort also includes defining the specific data values to be collected.

Westin will work with the core team to identify a typical pump station for use as a pilot site. Westin will gather available data from the Division for the pilot pump station and perform a data gap analysis on any missing data fields. Based on the specific data gaps, Westin will train users on the data collection templates in order to efficiently collect any missing asset data for the pilot site. Typically, Westin has found that over 80% of the key asset data can be found within utility records including drawings, specs, spreadsheets, etc. Westin will work with the core team to identify the best approach to collect the missing data and how to perform QA to ensure the resulting data is ready for CMMS implementation. Westin will document the results of these discussions in the Asset Data Capture Plan. The PVWC team will need to

agree on the methods, priorities, timeline, resources, and associated costs for collecting and/or updating the missing asset data.

Task 5.1 Deliverables:

- ✓ Asset Definition
- ✓ Asset Hierarchy
- ✓ Asset Data Standards
- ✓ Asset Management Workshop
- ✓ Asset Data Capture Plan

Task 5.2 - Program Management Support

Westin's program management efforts include complementary support activities through the nineteen (19) months planned by the I Team for system design, configuration, testing, and Go-Live plus two (2) months post Go Live support. The I Team will share the responsibility for the system project implementation activities with PVWC. Westin's role will be to continue to guide and support the PVWC's staff, help manage critical tasks, and ensure a successful project outcome with the desired business transformations. Through this effort, Westin's team will seamlessly continue to support PVWC as its 'Owner's Agent' to help guide, manage and support the project and I Team's activities to a successful on-time and on-budget project close. Westin's services will help support the day-to-day project coordination and management, as well as leading the transformation of the PVWC's enterprise asset management program in alignment with best industry practices. Westin's program management support activities are envisioned to include the following:

- Coordinate and support PVWC's Project Manager and tracking of the overall project scope, budget, progress, and milestones.
- Assist with the I Team's project management and control, requests for information, and other project administration tasks.
- Facilitate / attend regular project status meetings with the entire project team.
- Review the I Team's weekly project status updates and published minutes, issues, risks, actions, and decisions.
- Continue to provide PVWC with suggested best practices to be implemented during the I Team's configuration of the EAM, Lucity solution.
- Identify any out-of-scope tasks and initiate the appropriate change orders when needed.
- Help PVWC's Project Manager coordinate tasks with the I Team and other 3rd party vendors.
- Assist PVWC in initiating sustainable Project Change Control Procedures and the development of a Change Order Form.
- Assist PVWC with establishing a consolidated Project Risks and Issues Log.
- Update, track, and assist in driving the resolution of identified project risks and issues throughout the project.
- Assist PVWC in issue escalation and resolution when necessary with the I Team's management team.
- Review and provide feedback on all I Team deliverables throughout the project to ensure quality and accuracy.
- Ensure acceptance and formal sign-off from PVWC's Project Manager on all I Team project deliverables.
- Produce overall project Monthly Status Reports and communicate actual project progress to all key stakeholders.
- Facilitate / assist with Quarterly Project Reviews with PVWC's Steering Committee.

A. Project Initiation & Planning Support: Westin's project initiation & planning efforts are designed to support PVWC through the I Team's initial planning and coordination phase. During this period, Westin will continue to support the PVWC's Project Manager with initial project planning logistics, key decisions, and project communications with PVWC's Steering Committee, Project Manager, Core Team members, and the I Team's Project Manager. Westin will actively participate in the I Team's initial planning and discovery workshops side-by-side with the PVWC Core Team members.

During the implementation planning and coordination phase, the I Team will develop a Draft Implementation Plan and Schedule that defines the basis and approach for the project, how the project will be executed, monitored, controlled, and closed. Westin will provide comments on the document and incorporate and expand on the I Team's contents to generate a Consolidated Implementation Management Plan and Schedule. This expanded Consolidated Implementation Management Plan will help guide PVWC and the I Team during

the subsequent configuration of the EAM, Lucity solution, as well as in the testing, training, and cutover of the new solution. The Plan's design will include a means for being updated as the project progresses.

B. Solution Setup Support: Westin will assist PVWC in the I Team's setup of the EAM, Lucity solution. Westin will assist PVWC during the I Team's three (3) Configuration Workshops including the review and comment on the proposed agendas. Westin will support PVWC in the I Team's Workflow Workshop and the review of the draft Configuration Summary and Guide and draft Configuration Change Management Plan. Westin will assist PVWC in the review and comment on the I Team's draft Business Analysis report. Westin will also assist PVWC in the review and comment on the I Team's Gap Analysis report identifying missing data elements and/or business elements. Westin will assist PVWC in the review and comment on the draft GIS Interface Functional Requirements and Technical Specifications.

C. Pilot Test Support: Westin will assist PVWC during the I Team's Pilot Test phase to confirm and document the Core team's configuration and workflows. Westin will actively participate in the Pilot Test Workshops along with PVWC's Core Team members to provide changes and recommendations. Westin will work with the Core Team and the I Team members to amend the system configuration as needed based on the Pilot Test review.

D. Data Migration Support: Westin will continue to assist PVWC in determining the right amount and types of data to convert as a part of the EAM, Lucity data migration effort. Westin will assist PVWC in reviewing the draft Data Migration Plan, data sources and associated migration requirements. There will need to be validation points from both the PVWC's data extract and from the I Team once the data is loaded, to ensure that the data migration templates functioned as expected and the data has come across cleanly and accurately into EAM, Lucity. Westin will support both PVWC and the I Team to determine what data points need to be compared to confirm a successful conversion. Comparing the two sets of validation points will be an interactive process, with data cleansing on the part of the PVWC and conversion scripting on the part of the I Team to attain a clean conversion before going into final test phases.

E. System Interface Support: This EAM, Lucity implementation project includes the design and building of new interfaces with other PVWC and 3rd party systems (i.e., Advanced Utility System and HTE financials). Westin will work with PVWC's staff to help design the I Team's system interfaces. Westin will actively participate in the I Team's discovery workshop(s), review the I Team's draft System Interface Functional and Technical Specifications documents, and work collaboratively with the I Team, PVWC staff, and affected 3rd party vendors for a successful outcome. Westin will also continue to assist PVWC and the I Team with the identification of the required integration points, the data requirements, the frequency, dependencies, and other important integration aspects to ensure the integrations are established, tested and ready for system Go-Live. Westin will also assist PVWC in the review of the I Team's testing and validation of the interfaces up to Go Live.

F. Reports Support: Per their contract, the I Team will review EAM, Lucity's standard out-of-the-box reports and create the requirements and specifications for PVWC's ten (10) complex management reports. Westin will assist PVWC in defining, reviewing and testing the I Team's complex management reports.

G. Testing Support: To have acceptance of the EAM, Lucity solution, it will be important for PVWC to complete thorough testing of the new system configuration. Per their contract, the I Team will develop a Test Plan for a business-oriented test of EAM, Lucity. It is expected that the PVWC will create test scripts, perform testing activities, document, and manage issues, and sign off on the final configuration. Westin will support PVWC throughout the testing process including test script development, test preparation, oversight of the tests, and assessment of test results. Westin will assist in coordinating PVWC resources for the tests, review the I Team's test plans, participate in the unit testing process, assist in managing issues, and provide feedback to the PVWC on the results of the different test phases. Westin will support the PVWC through unit component testing, integration & interface testing, data migration testing, environment & security testing, backup & disaster recovery testing, performance testing, and acceptance testing.

H. Training Support: The EAM, Lucity implementation project will present the PVWC with many challenges and significant opportunities for major advancements. Core Team training and effective end user training are very important to the overall success of the project. A high level of end-user adoption is critical to achieving the project's ultimate goal – an effective asset management program through the successful CMMS transformation. Westin will review the I Team's Education Plan that documents the expected course requirements, content, durations, attendees, sequence, and training schedule. Westin will work with the PVWC to coordinate the training schedule, resources, and facilities to conduct the various I Team training sessions for both technical training and end user training. This will be a complex effort across multiple departments and several levels of

end users. Westin will assist the PVWC's Project Manager in monitoring the progress of the training and design and instill appropriate corrective actions, as necessary.

I. OCM Support: The PVWC is quite lean on project resources. Westin will help manage and lead the PVWC's organizational change management ("OCM") effort and internal communications through project close out, and track and report on the results of the OCM initiative. Effective OCM requires adequately preparing all affected PVWC staff to successfully perform the new business processes with the new solution. This may include identifying modifications to existing job responsibilities as needed and recommending additional training on specific new business processes. Westin's OCM services will help PVWC staff to successfully accept, adopt, and embrace the new EAM, Lucity solution with enhanced methods to better serve its customers. Our efforts will help to prepare the PVWC staff for the successful transformation to the new solution. Westin will provide monthly updates and revisions to the change management documents and facilitate resolution of identified issues.

J. Go-Live Support and System Rollout: Westin will support the PVWC and I Team in evaluating the organizational readiness and provide Go-Live support services. Westin will assist PVWC in the review of the I Team's draft System Cutover Plan and Checklist and actively participate in the I Team's organizational readiness assessment and review the completion of the elements within the Go-Live Plan.

- Support staffing plan
- System maintenance and operational procedures
- Disaster Recovery / Continuity of Operations Plan (DR/COOP)
- Change requests or modifications/enhancement requests
- Preventive maintenance
- Software licensing renewal
- Hardware replacement
- End user refresher training

Over the years, we have found that these items need to be defined and adequately documented and agreed-to prior to 'flipping the switch.' Westin will also support the PVWC's final production system testing, provide startup support for the "to be" business processes, and verify the conversion of the EAM, Lucity data.

Task 5.2 Deliverables:

- ✓ Consolidated Implementation Management Plan with Detailed Project Schedule
- ✓ Review and comment on the I Team's Project Communications Plan
- ✓ Review and comment on the Business Analysis Report
- ✓ Review and comment on the Gap Analysis Report
- ✓ Review and comment on the Configuration Summary and Guide
- ✓ Review and comment on the Configuration Change Management Plan
- ✓ Review and comment on the Pilot Test Plan
- ✓ Review and comment on the Data Migration Plan
- ✓ Review and comment on the System Interface Functional and Technical Specifications documents
- ✓ Review PVWC's complex management reports
- ✓ Assist PVWC with development of Test Scripts and evaluate test results
- ✓ Review and comment on I Team's Education Plan
- ✓ Review and comment on the System Cutover Plan and Checklist
- ✓ Provide project administrative documentation including minutes, decisions, issues, escalations, and PVWC and I Team signoffs
- ✓ Consolidated Monthly Project Status Reports
- ✓ Follow up on the resolution of project issues, within the PVWC and with the I Team

Task 6 – Post Implementation Services

Task 6.1 Post-Live Support:

Westin will continue to provide Post-Live consulting services to the PVWC on an as-needed basis for up to two (2) months after Go-Live. Several common tasks that are typically in this phase include supplemental end user training, planning for future system interfaces, refinement of implemented business processes and workflows,

and tracking and final resolution of system issues. At the successful project conclusion, Westin will review the I Team's project close-out documentation and develop a Consolidated Final Report, documentation of lessons learned, and signed agreements.

Task 6.1 Deliverables:

- ✓ End user support for the Post Live phase
- ✓ Project Close-out Documentation
- ✓ Consolidated Final Report

Task 6.2 Solution Optimization Support:

Westin proposes to continue to provide solution optimization services after the successful Go Live and Post Live Support phases. These services are expected to assist PVWC employees optimize the new EAM, Lucity solution. Typical services during this phase include additional asset management program development, business process optimization, data quality refinements, mobility improvements, and performance reporting enhancements. Westin proposes to support PVWC on an as-needed basis for up to 150 hours of support over a twelve (12) month period after Post Live.

III. Westin's Project Team

Westin's project team members remain consistent through this critical implementation phase. All proposed consultants are seasoned utility and/or information technology specialists each possessing over 20 years of similar experience. Our team has been working closely with the PVWC over the past year and we understand PVWC's current state, desired future state, common implementation pitfalls and how to avoid them, and the I Team's proposed scope of services and timeline. Westin is in a unique position to seamlessly provide supplemental program management support and best practices to help guide the PVWC's transformation.

Mr. Doug Spiers, PE / Executive Sponsor: For over 25 years, Mr. Spiers has successfully managed numerous business process and technology improvements for many of the most forward-looking water and wastewater utilities in North America. Mr. Spiers currently serves as AWWA's Chair for its Strategic Management Practices Committee and is leading the update of AWWA's M5 Manual of Practice on Utility Management. Doug will serve as Westin's Executive Sponsor. His role is to ensure the project results in the desired transformational improvements. He will work closely with the PVWC's Project Sponsor to help guide the utility transformation.

Luai Bseiso / Program Manager: Westin's Program Manager will coordinate project activities between the PVWC's Project Manager, PVWC's Core Team, the I Team's Project Manager. Luai will work collaboratively with PVWC and the I Team in implementing best practices and business efficiency gains for all EAM, Lucity CMMS users to fulfill PVWC's transformation vision. Luai's deep expertise in implementing CMMS solutions, as well as his knowledge of maintenance and asset management, and mobility best practices will drive project success.

Albair Hanna / QA Manager: Mr. Albair Hanna has more than 30 years of experience in providing technology consulting and project management services for a wide range of utilities throughout the United States and Canada. He has extensive experience with asset management software implementations, field service optimizations, mobile work management implementations, and effective system integrations. Albair will serve as Westin's Quality Assurance Manager. His role is to ensure successful project delivery from a functional and technical perspective and provide industry insight and proven solutions as issues arise.

Chris Saill / CMMS SME: Mr. Chris Saill brings over 30 years of experience in providing enterprise asset management best practices and enabling technologies to public utilities. Chris has worked for several CMMS vendors over his career implementing Hansen, Infor EAM, Maximo, Lucity and several other solutions. Chris has successfully led several dozens of new CMMS implementations throughout the US and Canada. Chris will serve as Westin's CMMS SME through the implementation. His role is to assist in overseeing the configuration, testing, training, and roll-out of the new maintenance, work, inventory, and asset management processes.

Chip Harris / OCM SME: Mr. Chip Harris bring over 34 years in helping utilities optimize their business and technology performance. For 30 years, Chip worked at the City of Charlotte as their Business Services Manager. Chip will serve as Westin's OCM Lead to continue changing PVWC's behavior to take maximum advantage of the new solution's functionality. Chip will assist the PVWC with aligning its employees and workforce culture with the improvements resulting from software's new interfaces and additional functionalities.

IV. Estimated Cost

The following table contains a summary of Westin's proposed hours and estimated costs for the scope of work described above. This estimate is based on a time & material basis with a not-to-exceed amount of \$696,900 including all anticipated travel and other direct project costs.

Phase 2 - CMMS Implementation	Hours	Labor	Travel	Total
Task 5 - CMMS Implementation Assistance				
Task 5.1 - Asset Management Services	384	\$ 97,900	\$ -	\$ 97,900
Task 5.2 - Program Management Support	1,900	\$ 456,000	\$ 45,000	\$ 501,000
Task 6 - Post Implementation Refinement				
Task 6.1 Post Live Support	200	\$ 48,000	\$ 8,000	\$ 56,000
Task 6.2 Solution Optimization Support	150	\$ 36,000	\$ 6,000	\$ 42,000
Total	2,634	\$ 637,900	\$ 59,000	\$ 696,900

Assumptions:

- ✓ **Task 5.1 – Asset Management Services:** This effort is **currently on-going** under the original Task 5 stipulated budget of \$140,000
- ✓ **Task 5.2 – Program Management Support:** This effort assumes an **average of 100 hours per month** for 19 months.
- ✓ **Task 6.1 – Post Live Support:** This effort assumes an **average of 100 hours per month** for 2 months.
- ✓ **Task 6.2 – Solution Optimization Support:** This effort assumes a **total of 150 hours** for use after Post-Live support over a 12-month period after Post Live Support.
- ✓ **Travel –** Travel to PVWC for on-site support is assumed to begin by Fall 2021 (Covid permitting).

PVWC artificially set Westin's existing contract for Task 5 and Task 6 at \$240,000 per the original RFP. Therefore, the difference for executing Tasks 5 and 6 is estimated above at \$696,900 minus the \$240,000 which equals \$456,900. Westin has previously successfully completed Tasks 1 – 4 with a remaining surplus of approximately \$121,825 including unused travel. Therefore, this proposed change order is for the change is scope for Tasks 4 and 5 for \$456,900 minus the \$121,825 surplus for Tasks 1 - 4 equals a total of **\$335,075**.

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 19-P-89 ENTITLED "PROFESSIONAL SERVICES TO ASSIST
PVWC IN COMPETITIVE CONTRACTING PROCUREMENT OF A NEW
CMMS SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
CMMS IMPLEMENTATION ASSISTANCE AND POST IMPLEMENTATION
REFINEMENT**

**PVWC DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JUNE 1, 2021
AND FORM OF AMENDMENT TO AGREEMENT**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: June 1, 2021

To: Hon. Commissioners

From: J. Duprey

cc: Y. Brisman
L. Amodio
G. Lucianin

Re: Modifications to Professional Services for Project 19-P-89 "Professional Services to Assist PVWC in Competitive Contracting Procurement of a New CMMS System" - Additional Professional Services for CMMS Implementation Assistance and Post Implementation Refinement

Summary

It is recommended that, under Project 19-P-89, Westin Technology Solutions, LLC ("Westin") of Milwaukee, Wisconsin be awarded an increase of \$335,075.00 (increasing their previously approved total not-to-exceed amount from \$558,920.00 to \$893,995.00) to provide PVWC with additional professional services related to the Project as set forth in the attached copy of Westin's proposal dated June 1, 2021.

These recommended modifications are set forth in more detail below.

Background

Westin is currently under contract to assist the PVWC for Professional Services in Competitive Contracting Procurement of a New CMMS System. The ultimate goal is to successfully replace PVWC's existing work order systems with a modern computerized maintenance management system ("CMMS") solution that will assist the Commission to better manage its infrastructure assets, add workforce efficiency, improve asset data quality, and more effective and efficient reporting.

The Project was awarded to Westin in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$558,920.00. PVWC's original competitive Request for Proposals fixed all Respondent's amounts for Implementation Assistance and Post-Implementation Refinement for a total of \$240,000.00 for the purpose of comparing the Respondent's fee proposals. Westin was unable to provide a detailed scope of work or actual labor estimate for these items at the time that the original Proposal was submitted to the Commission since the exact future software solution and associated costs for its installation support was unknown. PVWC's CMMS Software Selection Committee, with the assistance of Westin, has selected CentralSquare Technologies, LLC, a Delaware Limited Liability Company, of Lake Mary, Florida for the procurement of the new CMMS software and Cardno, Inc., a Delaware Corporation, of Clearwater, Florida to perform Professional Services for Software Implementation of the new CMMS.

At PVWC's request, Westin has submitted a proposal dated June 1, 2021 (the "Proposal") to modify the Project to include the said additional professional services, and a copy of the Proposal, including a description of the said additional services along with a breakdown of the scope and additional costs related thereto, is attached hereto.

Westin's Proposal appears to be reasonable, considering the nature and scope of additional Work involved, and it is recommended that the said changes to the Project, and additional costs related thereto, be approved. The additional services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law.

The previously approved not-to-exceed total price of \$558,920.00 for the Project would be increased by \$335,075.00 for a revised not-to-exceed total price of \$893,995.00.

Subject to concurrence and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is attached hereto.

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(PROJECT 19-P-89)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Westin Technology Solutions, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1000 North Water Street, Suite 950, Milwaukee, Wisconsin 53202.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement (the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 19-P-89 entitled "Professional Services to Assist PVWC in Competitive Contracting Procurement of a New CMMS System" (hereinafter the "PROJECT") at PVWC's Commission Meeting dated July 17, 2019 (PVWC Resolution 19-40); and

WHEREAS, the original scope set forth in the PROFESSIONAL'S proposal for the PROJECT is hereby modified as set forth in PROFESSIONAL's proposal dated June 20, 2019, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the previously approved not-to-exceed total amount of \$558,920.00 for the PROJECT is hereby increased by \$335,075.00 for a revised not-to-exceed total amount of \$893,995.00; and

WHEREAS, the PROFESSIONAL will be reimbursed (on a time-and-materials, not-to-exceed basis) for the said additional professional services; and

All other provisions of the AGREEMENT remain in full force and effect.

WESTIN TECHNOLOGY SOLUTIONS, LLC.

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RUBY N. COTTON
President

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 19-P-89 ENTITLED "PROFESSIONAL SERVICES TO ASSIST
PVWC IN COMPETITIVE CONTRACTING PROCUREMENT OF A NEW
CMMS SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
CMMS IMPLEMENTATION ASSISTANCE AND POST IMPLEMENTATION
REFINEMENT**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Westin Technology Solutions

Amount of Project or Contract: \$ 335,075.00

1. Acct: # 001-0901-419-95-07 Capital / Computers & Software

Specific Appropriation to which expenditures will be charged: Capital Budget
2021,2022,2023

Other comments: Three Year (3yr) Contract Commencing: June 2021
System Software Maintenance

Date of Certification: 06/02/2021 Certified: \$335,075.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

**RESOLUTION# 21-61
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**ACQUISITION OF SOFTWARE LICENSE AND MAINTENANCE
FOR THE COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS),
CONTRACT 20-C-1**

DATE OF ADOPTION: June 9, 2021

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

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, Passaic Valley Water Commission ("PVWC") has embarked on a project to procure a new Computerized Maintenance Management System (CMMS) to deliver significantly increased business functionality, improve responsiveness to customers, introduce substantial business improvements, integrate across the organization, through the replacement of PVWC's antiquated work order and purchasing system for more effective and modernized software that fully integrates with PVWC's customer billing and GIS systems and result in technology that can be embraced by PVWC's workforce; and

WHEREAS, the procurement process for the new system was conducted in accordance with the State of New Jersey Competitive Contracting Process (N.J.S.A. 40A:15-4.1 et seq.); and

WHEREAS, following previous authorization by PVWC, and public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on Thursday, November 5, 2020, PVWC received two (2) proposals for Contract No. 20-C-1 "Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS) and Related Professional Services" (the "Contract"); and

WHEREAS, PVWC's CMMS Software Selection Committee, with the assistance of Westin Technology Solutions, LLC, the consultant retained by PVWC for this Project, reviewed the bid proposal packages utilizing the previously weighted evaluation criteria set forth in the Contract, and the two (2) responders were reviewed, and responded to PVWC's requests for clarifications regarding their bid proposals, as well as for subsequent interviews; and

WHEREAS, following evaluation of clarifications received from the said responders (and their interviews and software demonstrations), the most responsive bid proposal submitted for this Contract, price and other factors considered, was that of CentralSquare Technologies, LLC, a Delaware Limited Liability Company, of Lake Mary, Florida (the "Awardee") with respect to said bid, in the total not-to-exceed amount of \$642,662.19 over a seven year term; with a one-time fee of \$236,438.00; 50% (\$118,219.00) at software delivery and 50% (118,219.00) at Go-Live of the Software, plus additional annual amounts for maintenance, license fees, and miscellaneous services over the five year maintenance period totaling \$406,224.19; and

WHEREAS, The Director of Engineering's Memorandum dated June 1, 2021 recommending award of Contract 20-C-1 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, copies of proposals submitted by all responders are on file and available for inspection in the office of the Administrative Secretary; and

WHEREAS, a copy of the form of Software License and Maintenance Agreement is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Chief Financial Officer, Director of Engineering, Director of Personnel, Chief Financial Officer, Director of Purchasing, and CMMS Software Selection Committee, (and the General Counsel as to form and legality) have reviewed the above-referenced attachments,

schedules, and agreements), and concur with the selection of the Awardee; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid proposals and qualifications of bidders therefor; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof as Exhibit C;

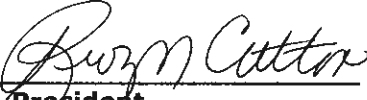
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That Contract No. 20-C-1 "Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS) and Related Professional Services" for the acquisition of software licensing and maintenance in the total not-to-exceed amount of \$642,662.19 over a seven year term in connection with the above described goods and services, is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the above-referenced Software License and Maintenance Agreement; and implement the terms of same; all in accordance with this Resolution and the submissions provided in connection therewith, with respect to Contract 20-C-1 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSALIER, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

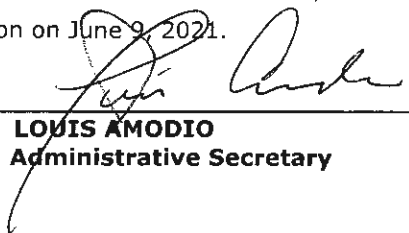


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED JUNE 1, 2021**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: June 1, 2021

From: P. Porcaro

To: Hon. Commissioners

CC: L. Amodio

Subject: Recommendation to Award Acquisition of Software License and Maintenance for the Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS)

Passaic Valley Water Commission ("PVWC") has embarked on a project to procure a new Computerized Maintenance Management System (CMMS) in accordance with the State of New Jersey Competitive Contracting Process (N.J.S.A. 40A:15-4.1 et seq.). This project will deliver significantly increased business functionality, improve responsiveness to customers, introduce substantial business improvements, integrate across the organization, through the replacement of PVWC's antiquated work order and purchasing system for more effective and modernized software that fully integrates with PVWC's customer billing and GIS systems and result in technology that can be embraced by PVWC's workforce. PVWC received two (2) proposals for Contract No. 20-C-1 "Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS) and Related Professional Services" on Thursday, November 5, 2020.

PVWC's CMMS Software Selection Committee, with the assistance of Westin Technology Solutions, LLC, the consultant retained by PVWC for this Project, reviewed the bid proposal packages utilizing the previously weighted evaluation criteria set forth in the Contract, and the two (2) responders were reviewed, and responded to PVWC's requests for clarifications regarding their bid proposals, as well as for subsequent interviews. Following evaluation of clarifications received from the said responders (and their interviews and software demonstrations), the most responsive bid proposal submitted for this Contract, price and other factors considered, was that of CentralSquare Technologies, LLC, a Delaware Limited Liability Company, of Lake Mary, Florida, in the total not-to-exceed amount of \$236,438.00 for the software licensing fees plus additional annual amounts for maintenance, license fees, and miscellaneous services over the seven year maintenance period totaling \$592,372.09.

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

**FORM OF
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
DATED JUNE 1, 2021**

EXHIBIT B

CentralSquare Solutions Agreement

June 1, 2021

This CentralSquare Solutions Agreement (the "Agreement"), effective as of the latest date shown on the signature block below (the "Effective Date"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("CentralSquare") and **Passaic Valley Water Commission** ("Customer"), (together with CentralSquare, the "Parties", and each, a "Party").

WHEREAS, CentralSquare licenses and gives access to certain software applications ("Solutions") to its customers and also provides maintenance, support, migration, installation; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

1. Solution: Enterprise Asset Management

2. Term.

2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for seven (7) years from such date unless terminated earlier pursuant to any of this Agreement's express provisions (the "Initial Term").

2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of this Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "Project Cost Summary").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. **"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. **"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("Support Standards").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.19. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.20. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Support Services rendered under this Agreement.
- 4.21. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.22. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

- 4.23. "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "Delivery Date."
- 5.2. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.3. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
- 5.4.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.5. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance to the extent such delay or failure is caused by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.6. Exceptions. CentralSquare has no obligation to provide Support Services relating from any Defect with the Solutions to the extent that such Defect arises out of or results from any of the following:
- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
- 5.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.6.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
- 5.6.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
- 5.6.5. the operation of, or access to, Customer's or a third-party's system, materials or network;

- 5.6.6. any relocation of the Solution other than by CentralSquare personnel;
 - 5.6.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives.
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.8. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Support Services (each, a "Subcontractor").
- 5.10. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
 - 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
 - 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
 - 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
8. **Confidentiality. Confidential Information.** Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("Confidential Information"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts, but at no cost to Customer, to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.
- 8.1. **Compelled Disclosures.** If either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under this Section; and (b) provide reasonable assistance to the Disclosing Party, but at no cost to the Receiving Party, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 8.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by

Customer only for backup, recovery, contingency planning, or business continuity purposes. Notwithstanding anything to the contrary contained herein, CentralSquare acknowledges Customer's obligations under New Jersey laws, and agrees that all applicable public records laws shall control over the terms of this Agreement.

9. Security.

- 9.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 9.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 9.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

10. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 10.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 10.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 10.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 10.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

11. Representations and Warranties.

- 11.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of this Section 11.1 shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

11.2. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

12. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare : **CentralSquare**
 1000 Business Center Dr.
 Lake Mary, FL 32746
 Phone: 407-304-3235 email: info@CentralSquare.com
 Attention: Senior Counsel / Contracts Department

If to Customer: **Passaic Valley Water Commission**
 1525 Main Avenue
 Clifton, New Jersey
 07011
 Phone: 973-340-4328 email: yweiss@pvwc.com
 Attention: Yitz Weiss

13. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

14. **Indemnification.**

14.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or to the extent arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

- 14.2. Customer Indemnification. To the extent permitted by law and without in any manner waiving its rights of sovereign immunity or increasing the limits of liability set forth in New Jersey Statutes, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or to the extent arising from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 14.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.
15. Termination. This Agreement may be terminated:
- 15.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
 - 15.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
 - 15.3. For convenience and without penalty, by Customer, upon providing no less than 90 days' prior written notice to CentralSquare. In the event that Customer terminates this Agreement for convenience pursuant to Section 15.3 Customer shall not be entitled to any rebates or refunds of unused pro-rata portions of Annual Fees previously paid.
16. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:
- 16.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 8; and
 - 16.2. Upon the expiration or earlier termination of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement, subject to any right of set-off or other remedy, or unless otherwise in dispute.
17. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.
18. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved in accordance with the process set forth below.
- 18.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction located in the State of New Jersey if necessary to protect the rights or property of that Party pending the selection of a mediator or pending the mediator's determination of the merits of the dispute.
 - 18.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended

by Vice Presidents of each Party (or employees of equivalent or superior position).

- 18.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 18.4.
- 18.4. Mediation. Subject to Sections 18.2 and 18.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 18.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties, subject to the provisions of all applicable New Jersey and federal law. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 18.8. Litigation as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence litigation in the appropriate court as set forth in Section 18.1, above. This Agreement shall be governed in all respects by the laws of the State of New Jersey. Each Party shall be responsible for its own attorneys' fees and other legal costs and expenses.
19. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
20. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
 - 20.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 20.2. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER, EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 14 ABOVE.
21. Third-Party Materials. CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

- 23. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 24. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 25. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra costs* for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 26. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 27. Order of Precedence.**
- 27.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 27.1.1. The main body of this Agreement and any associated amendments or change orders.
- 27.1.2. The attached Exhibits to this Agreement.
- 27.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.
- Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.
- 27.2. Incorporated Exhibits to this Agreement:
- Exhibit 1 – Licenses and Support Cost and Payment Schedule
- Exhibit 2 – Support Standard
- Exhibit 3 – Minimum Insurance Requirements
- 28. Annual Appropriations.** CentralSquare acknowledges that during any fiscal year the Customer shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Customer may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Customer may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the Customer agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Customer's performance and obligation to pay CentralSquare under this Agreement is contingent upon annual appropriations being made for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Passaic Valley Water Commission

By: RUBY N. COTTON
PRINT NAME
PRESIDENT
TITLE

Date: _____

Central Square Technologies, LLC
a Delaware limited liability company

By: _____
PRINT NAME

TITLE

Date: _____

EXHIBIT 1**Licenses and Support Cost and Payment Schedule****Licenses:**

Product Name	Quantity
Enterprise Asset Management Bundle ~ Premise Includes:	1
• General • Environmental • Sewer • Storm • Environmental Compliance • Transportation • Water • Electric • Gas • Trees/Parks • Fleet • Plant/Equipment • Facility • IT • Refuse/Recycle • Work • Warehouse Inventory • System Configuration • GIS Desktop • GIS Web • Mobile • Rest API • Citizen Portal	

PAYMENT TERMS:

One Time Fees	\$236,438
Year 1	\$75,000
Year 2	\$78,000
Year 3	\$81,120
Year 4	\$84,365
Year 5	\$87,739
Year 6 (optional @4% uplift)	\$91,249
Year 7 (optional @4% uplift)	\$94,899
Year 8 (optional @4% uplift)	\$98,695
Year 9 (optional @4% uplift)	\$102,643
Year 10 (optional @4% uplift)	\$106,748
Year 11 (optional @5% uplift)	\$112,086
Year 12 (optional @5% uplift)	\$117,690
Year 13 (optional @5% uplift)	\$123,575
Year 14 (optional @5% uplift)	\$129,753

- a. ONE TIME FEES. CentralSquare License Fees (\$236,438.00) are due: 50% (\$118,219) at software delivery and 50% (\$118,219) at Go-Live of the Software.
- b. ANNUAL FEES. Annual Maintenance Fees for Year 1 (\$75,000) shall be due on the first anniversary of the Go-Live date. Subsequent Year Maintenance Fees for the Initial Term are subject to an annual increase of 4% per year. For the purpose of Annual Maintenance, the Initial Term includes Year One starting at the anniversary of the software Go-Live date through Year Five. Annual Maintenance Fees for Years 6-10 shall be subject to an annual increase of 4% per year. The Annual Maintenance Fees for any Renewal Terms after Year 10 shall be subject to an annual increase of 5% per year.
- c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- d. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.0% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under the New Jersey laws; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Support Standards

I. Support Hours: Hours During Which CentralSquare's Telephone Support Will be Available to Customer In Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to CentralSquare's help desk by means of: (i) CentralSquare's web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to CentralSquare's support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare "Telephone Support" hour occurring after CentralSquare's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning CentralSquare's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) CentralSquare's support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant.

EXHIBIT 3

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and **Employer's Liability** with limits no less than \$1,000,000.
- **Commercial General Liability Insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability Insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

**FORM OF
PVWC'S FINANCIAL CERTIFICATION SHEET**

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Central Square (Formally Superion)

Amount of Project or Contract: \$ 592,374.09

1. Acct: # 001-0901-419-95-07 Capital / Computers & Software

Specific Appropriation to which expenditures will be charged: Capital Budget 2021-2027

Other comments: Seven Year (7yr) Contract Commencing: June 2021
System Software Maintenance

Date of Certification: 06/02/2021 Certified: \$592,374.09



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

**RESOLUTION# 21-62
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**PROFESSIONAL SERVICES FOR SOFTWARE IMPLEMENTATION
FOR THE COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS),
CONTRACT 20-C-1**

DATE OF ADOPTION: June9, 2021

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

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, Passaic Valley Water Commission ("PVWC") has embarked on a project to procure a new Computerized Maintenance Management System (CMMS) to deliver significantly increased business functionality, improve responsiveness to customers, introduce substantial business improvements, integrate across the organization, through the replacement of PVWC's antiquated work order and purchasing system for more effective and modernized software that fully integrates with PVWC's customer billing and GIS systems and result in technology that can be embraced by PVWC's workforce; and

WHEREAS, the procurement process for the new system was conducted in accordance with the State of New Jersey Competitive Contracting Process (N.J.S.A. 40A:15-4.1 et seq.); and

WHEREAS, following previous authorization by PVWC, and public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on Thursday, November 5, 2020, PVWC received two (2) proposals for Contract No. 20-C-1 "Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS) and Related Professional Services" (the "Contract"); and

WHEREAS, PVWC's CMMS Software Selection Committee, with the assistance of Westin Technology Solutions, LLC, the consultant retained by PVWC for this Project, reviewed the bid proposal packages utilizing the previously weighted evaluation criteria set forth in the Contract, and the two (2) responders were reviewed, and responded to PVWC's requests for clarifications regarding their bid proposals, as well as for subsequent interviews; and

WHEREAS, following evaluation of clarifications received from the said responders (and their interviews and software demonstrations), the most responsive bid proposal submitted for this Contract, price and other factors considered, was that of Cardno, Inc., a Delaware Corporation, of Clearwater, Florida (the "Awardee") with respect to said bid, in the total not-to-exceed amount of \$1,440,685.00, which shall be payable in installments as detailed in the deliverable payment schedule in accordance with the Professional Services Agreement over the three year software implementation and post implementation period; and

WHEREAS, The Director of Engineering's Memorandum dated June 1, 2021 recommending award of Contract 20-C-1 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, copies of proposals submitted by all responders are on file and available for inspection in the office of the Administrative Secretary; and

WHEREAS, a copy of the form of Professional Services Agreement for Software Implementation (with referenced Schedules A through E) is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Director of Engineering, Director of Personnel, Chief Financial Officer, Director of Purchasing, and CMMS Software Selection Committee, (and the General Counsel as to form and legality) have reviewed the above-referenced attachments, schedules, and agreements), and concur with the selection of the Awardee; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid proposals and qualifications of bidders therefor; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof as Exhibit C;

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

1. That Contract No. 20-C-1 "Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS) and Related Professional Services" for professional services for software implementation in the total not-to-exceed amount of \$1,440,685.00, which shall be payable in installments as detailed in the deliverable payment schedule in accordance with the Professional Services Agreement over the three year software implementation and post implementation period in connection with the above described goods and services, is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the above-referenced Professional Services Agreement for Software Implementation (including Schedules A through E referenced and attached thereto); and implement the terms of same; all in accordance with this Resolution and the submissions provided in connection therewith, with respect to Contract 20-C-1 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
COTTON, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

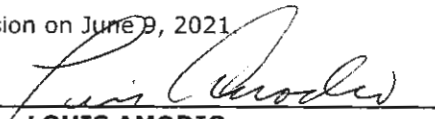


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED JUNE 1, 2021**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: June 1, 2021
From: P. Porcaro
To: Hon. Commissioners
CC: L. Amodio
Subject: Recommendation to Award Professional Services for Software Implementation for the Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS)

Passaic Valley Water Commission ("PVWC") has embarked on a project to procure a new Computerized Maintenance Management System (CMMS) in accordance with the State of New Jersey Competitive Contracting Process (N.J.S.A. 40A:15-4.1 et seq.). This project will deliver significantly increased business functionality, improve responsiveness to customers, introduce substantial business improvements, integrate across the organization, through the replacement of PVWC's antiquated work order and purchasing system for more effective and modernized software that fully integrates with PVWC's customer billing and GIS systems and result in technology that can be embraced by PVWC's workforce. PVWC received two (2) proposals for Contract No. 20-C-1 "Competitive Contracting Procurement of Computerized Maintenance Management System (CMMS) and Related Professional Services" on Thursday, November 5, 2020.

PVWC's CMMS Software Selection Committee, with the assistance of Westin Technology Solutions, LLC, the consultant retained by PVWC for this Project, reviewed the bid proposal packages utilizing the previously weighted evaluation criteria set forth in the Contract, and the two (2) responders were reviewed, and responded to PVWC's requests for clarifications regarding their bid proposals, as well as for subsequent interviews. Following evaluation of clarifications received from the said responders (and their interviews and software demonstrations), the most responsive bid proposal submitted for this Contract, price and other factors considered, was that of Cardno, Inc., a Delaware Corporation, of Clearwater, Florida, in the total not-to-exceed amount of \$1,440,685.00, over the three year software implementation and post implementation period.

This Agreement is made effective _____ by and between Cardno, Inc., a Delaware corporation ("Consultant") having a place of business at 380 PARK PLACE BOULEVARD, SUITE 300, CLEARWATER, FLORIDA 33759, and PASSAIC VALLEY WATER COMMISSION ("Client") having a place of business at 1525 MAIN AVENUE, CLIFTON, NEW JERSEY 07011. Cardno and Client are each individually referred to as a "Party" and collectively as the "Parties."

NOW, THEREFORE, Client hereby engages the services of Cardno and, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

ARTICLE 1: DESCRIPTION OF SERVICES

Consultant shall render the professional services described in **Schedule A** (hereinafter called the "Services") in accordance with this Agreement. If, in the course of the Project, services beyond the scope described in Schedule A are warranted on the Project based on Cardno's findings, requests by the Client or regulatory agency, or if unforeseen conditions arise, Cardno will notify the Client of the change in scope of the Project and, if agreed to in writing by Client, shall undertake the additional services. All Services will be charged in accordance with Cardno's fee schedule that is included in Schedule B.

ARTICLE 2: PAYMENT

- a. In consideration for providing the Services, the Client shall pay the Consultant a fixed fee that shall not exceed the sum of \$1,190,685.00 plus the contingency amount of \$250,000.00, the total sum being \$1,440,685.00, which shall be payable in installments as detailed in the deliverable payment schedule as shown in Schedule C attached hereto and made a part of this Agreement.
- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. If Client disputes any portion of an invoice, Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- c. The Consultant represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for it to fully perform its obligations as set forth in this Agreement, and understands that no further funding shall be provided by the Client for the completion of this Agreement unless the Client, by way of written amendment to this Agreement, adds additional categories or groupings of services described in Schedule A not currently set forth in this Agreement.
- d. The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the Client. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the Client. This account will be closed upon the Client's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

ARTICLE 3: TERMINATION

This Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. Any such termination, however, will not terminate Cardno's obligations under Article 6 hereof nor either party's obligations under Article 11.

In the event Client terminates this Agreement Client will reimburse Cardno for all services provided under any Task Order in addition to expenses incurred by Cardno in satisfying commitments for materials, equipment and services, which were made by Cardno prior to such termination. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for services by third parties. Cardno, however, will use its best efforts to minimize such costs.

ARTICLE 4: SUSPENSION OF SERVICES

If the Project is suspended for more than thirty (30) calendar days in the aggregate, the Client shall pay Cardno for all Services performed prior to receipt of the notice of suspension. Cardno shall have no liability to Client for delay or damage caused by Client because of a suspension of services. Upon resumption of the Project, Cardno shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Cardno may, at its option, terminate this agreement upon giving seven (7) days' notice in writing to the Client.

ARTICLE 5: FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party.

ARTICLE 6: CARDNO'S RESPONSIBILITIES

- a. Cardno shall perform the Services with the reasonable skill and care required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time in which the Services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Cardno's performance. Cardno makes no other representations or warranties, express or implied.
- b. Cardno shall be solely responsible for: a) completion of the Project in accordance with the specifications outlined in the Task Order; b) supervision of Cardno's employees and subcontractors on the Project; c) keeping accurate records of information obtained during the course of the Project; d) obtaining and maintaining proper licenses and permits for Cardno's Services; and e) compliance in all material aspects with applicable laws and regulations including those pertaining to Cardno's employees' wages, hours, fair employment practices, worker's compensation insurance, and similar employer responsibilities.
- c. Cardno specifically disclaims any authority or responsibility and Cardno does not have authority, responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs in connection with or incident to the work of Contractor(s); or for any failure of Contractor(s) to perform their work or to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) performing their work.
- d. Cardno shall perform its Services as expeditiously as is consistent with the preceding standards of professional skill and care, but shall not be responsible for delays that may occur that are beyond Cardno's reasonable control.

ARTICLE 7: CLIENT'S RESPONSIBILITIES

Client shall be solely responsible for: a) maintaining overall supervision of the Project beyond the immediate scope of Cardno's Services; b) making available to Cardno all of Client's information regarding existing and proposed conditions of the site. The information shall include, but not be limited to: plot plans, hydrologic and geologic data including borings, wells, field or laboratory tests, and written reports. Client will immediately transmit to Cardno any new information which becomes available or any change in plans; c) locating for Cardno and assuming responsibility for the accuracy of any representations as to the locations of all underground utilities, pipelines, tanks and other installations. Cardno will not be responsible for damage to items not so located; d) providing free and unencumbered access to the site for all necessary equipment and personnel during normal working hours; e) as necessary, locating for Cardno the property boundaries and being responsible for accuracy of boundaries and markers; f) retaining ownership of, and responsibility for all contaminated material Cardno located on site or found as a result of the Project and g) obtaining all required and necessary approvals and permits required for the performance of any services by Cardno. Cardno shall be entitled to reasonably rely upon the accuracy and completeness of information, reports, tests, data and recommendations provided by or on behalf of Client.

ARTICLE 8: INDEPENDENT AGENT:

Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.

ARTICLE 9: CONFIDENTIALITY

- a. Cardno will maintain in confidence the nature of its Services, as well as all information made available to Cardno by Client during the term of this Agreement or resulting from Services performed by Cardno under this Agreement. The confidential obligation imposed on Cardno by Article 9a, however, will not extend to any such information insofar as, and from such time as Cardno may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its services hereunder (iv) for the purpose of prosecuting or defending any litigation, or (v) Cardno can show by reasonable proof has been in the public domain. Cardno agrees to use information intended to be kept confidential under this Article 9a solely to provide its Services.
- b. Cardno will require each person it retains to perform services for Client under this Agreement to comply with Cardno's confidential obligations under Article 9a above.

ARTICLE 10: INSURANCE

- a. Cardno represents that it will maintain during the term of this Agreement, at its sole expense an insurance policy as stated in the Consultant's proposal in response to the Client's Request for Proposals, Contract # 20-C-1, "Exhibit 4" of Section 7.10.
- b. Certificates of all insurance required under this Agreement will be furnished to the Client prior to commencement of Services.

ARTICLE 11: INDEMNIFICATION

- a. Cardno shall indemnify and hold harmless Client from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct of Cardno or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that Cardno's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to Cardno in preparation of any report, study or other written document and further provided, however, in no event shall Cardno be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
- b. Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition (not caused by the negligence of Cardno or anyone acting under its authority) on, under or in connection with Owner's real property or relating to Operations conducted by Client; provided that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Cardno and further provided, however, in no event shall Client be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.
- c. For purposes of this Article 11, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.
- d. Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Article 11 shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

ARTICLE 12: LIMITATION OF LIABILITIES:

Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of five times the fees paid to Cardno for the Services or the maximum of insurance provided. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

- a. If requested in writing by either the Client or Cardno, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
- b. If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
- c. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. Cardno's right to

record a lien or bond claim to prosecute a lien or bond claim shall not be stayed, limited or delayed by the mediation process.

ARTICLE 14: ATTORNEY FEE PROVISION

With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. The prevailing party shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

ARTICLE 15: ACCESS TO RECORDS

- a. Client, or its duly authorized representatives, will have access at all reasonable times, during the performance of any the Services and for a period of two (2) years thereafter, to Cardno's books, records and all other documentation pertaining to Cardno's Services under this Agreement. Cardno shall be reimbursed for all personnel labor, materials, and copying costs incurred for any client inspection or audit.
- b. Cardno will preserve for a period of two (2) years after completion or termination of the Services under this Agreement all documents pertaining to Cardno's Services under this Agreement.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

- a. All documents, in any format or media, prepared by or on behalf of Cardno in connection with the Project are instruments of service for the execution of the Project. Cardno shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Payment to Cardno for the Services rendered and pursuant to the payment terms under this Agreement shall be a condition precedent to the Client's right to use any of the documentation prepared by Cardno. Such documents may not be used for any other purpose without the prior written agreement of Cardno. However, upon completion of the Project the Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Cardno in connection with the Project, for the life of said Project.
- b. In the event any of Cardno's documents are subsequently used, reused and/or modified in any respect without Cardno's involvement and oversight, the Client hereby agrees to release, indemnify and hold Cardno, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the reuse or modification of said documents.
- c. Further, Cardno cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). The Client hereby agrees to release, indemnify and hold Cardno, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the use of said Electronic Files. Electronic files will remain the property of Cardno, may not be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to any third party without Cardno's prior written consent.

ARTICLE 17: ARCHIVED DATA

Client agrees to compensate Cardno for all costs associated with archiving the Project data files accumulated as a part of this Agreement. These expenses shall be billed as a reimbursable expense as a part of the final invoice for the Project. Cardno agrees to store and maintain this data for a period of five (5) years. Client agrees to compensate Cardno for any future requests for retrieval or distribution of Archived Data.

ARTICLE 18: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

ARTICLE 19: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators,

successors, and assigns.

ARTICLE 20: NON-SOLICITATION

- a. Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.
- b. However, notwithstanding the above, this Article shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.
- c. For a breach of Article 20a, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

ARTICLE 21: ATTRIBUTION / PROMOTION

Cardno shall have the right to include photographic or artistic representations of the design of the Project among Cardno's promotional and professional materials. Cardno shall be given reasonable access to the completed Project to make such representations. However, Cardno's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Cardno in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for Cardno in the Owner's promotional materials for the Project.

ARTICLE 22: WAIVER

Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE 23: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

ARTICLE 24: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ARTICLE 25: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

The Parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

ARTICLE 26: ORDER OF PRECEDENCE

To the extent of any conflict between the terms and conditions found in the body of this Agreement, the Request for Proposal, the Consultant's responsive proposal thereto or any other exhibit; the following order of precedence shall apply:

1. Schedule A, Scope of Services
2. Schedule C Payment Schedule
3. The body of this Agreement
4. The Client's Request for Proposal, Contract # 20-C-1
5. The Consultant's Proposal.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Cardno, Inc.

Passaic Valley Water Commission

By: _____

By: _____

Print _____

Print _____

Name: _____

Name: RUBY N. COTTON

Title: _____

Title: President

Date: _____

Date: _____

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

**FORM OF
PROFESSIONAL SERVICES AGREEMENT
FOR SOFTWARE IMPLEMENTATION WITH THE FOLLOWING
SCHEDULES DATED JUNE 1, 2021:**

Schedule A -	Scope of Services
Schedule B -	Fee Schedule
Schedule C -	Payment Schedule
Schedule D -	Project Schedule
Schedule E -	Project Resources Rate Schedule

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

EXHIBIT B

SCHEDULE A - SCOPE OF SERVICES

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

Background Information

The Passaic Valley Water Commission (PVWC) owns, operated, and maintains an extensive water system which enables the Commission to provide potable drinking water to over 70,000 retail customers, equivalent population of over 750,000 people, retail and wholesale. The water system includes one water treatment plant and 650 miles of water distribution piping. As a large public potable water purveyor, the Commission is committed to providing its customers with safe, high quality water and service. PVWC has been innovative in acquiring other water utilities and selling wholesale treated water. PVWC also provides customer service operations, laboratory services, and maintenance services for a number of other water utilities.

PVWC is seeking Commercial-Off-The-Shelf (COTS) Computerized Maintenance Management software (CMMS) solution. PVWC currently utilizes eMaint for tracking maintenance at the treatment plant and custom solution (FieldBook) to track construction and field work. Increased demand for data analysis, integration, ease of use, and operational improvements dictates the need for process and system replacement. PVWC's existing CMMS cannot meet these demands without substantial enhancements. PVWC has therefore decided to implement a contemporary CMMS based on the most current proven technology, to address the Commission's evolving operational demands in a cost efficient manner and support its overall asset management program.

PVWC has selected the EAM, Lucity software as its choice to implement enterprise-wide CMMS. This Scope of Work (Services) details the implementation of the CMMS.

Definitions

The meaning of certain words as used within this Schedule A shall be controlled by the following definitions unless stated otherwise.

- > "Scope of Services" – Clearly defines the business need, benefits of the project, objectives, deliverables and key milestones. Scope statements may change during the project but only with the approval of the PVWC Project Sponsor.
- > "Work Breakdown Schedule" (WBS) – Visual representation that breaks down the project scope into manageable sections.
- > "Milestones" – Identify high-level goals or deliverable dates that need to be met throughout the project and include them in a Gantt chart.
- > "Gantt Chart" – Visual timeline used to plan out tasks and visualize project timeline.
- > "Communication Plan" – Develops proper messaging around the project and creates the protocol of when to communicate with team members.
- > "Risk Management Plan" – Identifies foreseeable risks, including but not limited to, unrealistic timeframes/deadlines, change management requirements or lack of committed resources.
- > "Quality Plan" – Identifies PVWC requirements, lists project deliverables, sets deliverable quality criteria and standards and gains PVWC agreement to quality targets. This plan is where the I Team's PM works with the Core Team Project Manager to develop and deliver user acceptance criterion for the CMMS application and business work flow processes.
- > "QA" – Quality Assurance.
- > "Core Team" – The Core Team consists of subject matter experts (SMEs) from PVWC business units to assist with the CMMS implementation. The Core Team has two duties. One is to assist in the implementation of the EAM (Enterprise Asset Management), Lucity software solution. The other is to facilitate the changes in the Core Team's business practices to accommodate shifting from current software systems to the new system. The Core Team needs to have the following members and skills: Project Manager (high-level decision-making authority), System Administrator, and Database Administrator (part time at first, the I Team will do these duties during the project), Subject Matter Experts (each business unit involved), Decision-capable Representation (each business unit involved), and IT personnel. Representation from functional areas across PVWC such as accounting, maintenance planning, work order processing, and customer service should be included on the Core Team. Folks from inventory and purchasing, HR and other related areas also need to be involved from time to time due to their close association and interrelationships. Individuals from all groups within PVWC need to be involved either directly or by proxy.
- > "I Team" – The Implementation Team, includes the Cardno/CentralSquare team.
- > "CentralSquare" – CMMS software provider.

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

Scope of Services

The I Team's Scope of Services address the following CMMS implementation project components:

- > Implementation Planning and Coordination
- > Hardware and Software
- > Solution Setup
- > GIS Integration/Interface
- > Pilot Test
- > Data Migration
- > System Interfaces
- > Reports
- > Testing – Unit and System
- > Training – Technical and End-User
- > System Rollout
- > Project Close-Out
- > Project Management

Please see Schedule B (Fee Schedule) which outlines the I Team's pricing and manhours for the project components listed above. Please see Schedule E (Project Resource Rate Schedule) for additional detail regarding project resource anticipated services and hourly rates. Additional detail for the I Team and Core Team duties for each project component is included below in each implementation task description.

In addition to the project components listed above, The I Team provides certain overall Project Management Services, i.e., project planning, change management, consultant staff/resource coordination/task allocation, project status reporting, coordination of deliverables, and developing the Project Implementation Plan.

The project is divided into two (2) phases with the first phase including a pilot, providing PVWC with the opportunity to confirm EAM, Lucy's functional requirements as configured during Solution Setup (WBS 1.3). The second phase builds on the first phase by augmenting EAM, Lucy with PVWC's specific data migration, system interface, report, testing, training and system rollout requirements.

Phase One

The following lists the proposed tasks for Phase One:

- > Implementation Planning and Coordination
- > Hardware and Software
- > Solution Setup
- > GIS Integration/Interface
- > Pilot Test
- > Project Management

Phase One, Task One (WBS 1.1) – Implementation Planning and Coordination

As part of the EAM, Lucy implementation, the I Team provides Project Implementation Planning and Coordination services. These services include facilitating a Project Kickoff Meeting. The purpose of the kickoff meeting is to:

- > Introduce the key participants in the project partnerships.
- > Establish and clarify the role of the Core Team.
- > Establish and clarify the role of the I Team.
- > Validate the schedule and determine the potential for schedule or resource constraints.
- > Review and clarify project roles and responsibilities.
- > Establish commonly agreed-upon expectations for project goals and deliverables.
- > Collect input for the detailed implementation plan and schedule.
- > Provide an overview of the Project Implementation Approach.
- > Establish the project status reporting guidelines.
- > Introduce the PVWC-provided SharePoint project work site to the team.

Following the project kickoff, the I Team prepares and submits a detailed Project Implementation Plan for all components of the project. This plan includes work activity descriptions, deliverable definitions, communication procedures, risk management procedures, quality procedures and a detailed WBS schedule. This plan may further evolve during the project lifecycle as needed in order to reflect any significant changes in the Implementation Plan.

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

WBS 1.1 Implementation Planning and Coordination

WBS 1.1.1 - Project Planning and Setup

I Team performs project setup, including: financial setup, invoice mask & project directory/folder structure, etc. Core Team provides Cardno with the executed Contract and Notice to Proceed Authorization.

WBS 1.1.2 – Draft Implementation Plan and Schedule

I Team prepares and submits draft Implementation Plan and Schedule. Core Team provides requested information for implementation plan and schedule.

WBS 1.1.3 – Final Implementation Plan and Schedule

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Implementation Plan and Schedule based on Core Team recommendations.

WBS 1.1.4 – Project Kickoff

I Team prepares materials for project initiation and completes implementation plan. I Team performs Project Kick Off Meeting with Core Team. Core Team provides required information, facilities and resources.

Deliverables:

- Project Implementation Plan and Schedule
- Project Kickoff Meeting

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Phase One, Task Two (WBS 1.2) – Hardware and Software

Based on information gathered during the Project Implementation Planning and Coordination task, the I Team performs a system audit with PVWC IT and GIS SMEs staff. During the system audit, the I Team and PVWC SMEs review EAM, Lucity enterprise architecture and security designs.

EAM, Lucity has the ability to move between servers to assist with the prevention of downtime in the case of server failures. Any solution redundancy capability will be examined during the audit and built into the solution or PVWC's systems. Backup and Recovery / Disaster Recovery Implementation procedures will be developed by the I Team, with PVWC IT and Core Team staff, resulting in documented procedures that will be tested and reviewed again during project close-out. The solution allows for multiple environments, such as, a production environment, a test/development/training environment, and a Disaster Recovery (DR) environment. The appropriate licensing and instructions will be provided that allows for the requested flexibility.

WBS 1.2 Hardware and Software

WBS 1.2.1 - IT Audit and Planning, with Backup & Recovery / Disaster Recovery Plans

I Team assesses the current scalability of the PVWC network and the additional load that the EAM, Lucity on-premise application adds.

WBS 1.2.2 – Hardware Selection and Installation Recommendations

I Team recommends and creates an EAM, Lucity System Design that scales the PVWC IT infrastructure (hardware and software) to support max concurrent users. PVWC purchases any recommended hardware and software, as well as EAM, Lucity software.

WBS 1.2.3 – Software Component Installation (including database) and Testing

The I Team installs and tests EAM, Lucity, with PVWC IT support, on pre-setup hardware/software (servers, database(s), etc.) based on the IT audit. A total of four (4) environments are installed with one (1) of those environments being a Disaster Recovery environment. The three (3) remaining environments can be used for pre-production, production, training and testing.

WBS 1.2.4 – IT Audit Report

The I Team provides PVWC with an IT Audit Report. The IT Audit report consists of a network diagram of the installation, account login credentials (Admin, remote access, etc.), document server port ID, and pathnames to web, configuration and mobile applications.

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

Deliverables:

- Software Component Installation
- IT Audit Report

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Phase One, Task Three (WBS 1.3) – Solution Setup

The I Team conducts a Core Team Orientation Session as the initial workshop. Objectives of this hands-on session include familiarizing the Core Team with how to navigate within the EAM, Lucity application, system interface capabilities, functional knowledge of specific EAM, Lucity modules, mobile applications, and an overall understanding of the configuration approach.

I Team conducts three (3) configuration workshops with the Core Team to address relevant CMMS application subjects (Assets, Administration, Resources, Accounting, Maintenance, Customer Service, Timekeeping, Inventory, Purchasing and more). Each configuration workshop and workflow workshop lasts for three (3) days and consists of one I Team member running the discussion, one I Team member "driving" the software and one I Team member taking notes and configuring. Additionally, each workshop requires preparation time and follow-up time for the I Team. Our experience is that this approach is the most efficient and effective. The Core Team has the opportunity to amend / add / repurpose any of the web forms, or data fields, covered during the configuration workshop. The I Team maintains a master list of configurable items, and changes, and provides the Core Team with a Configuration Items Summary for documentation purposes. Following completion of the configuration workshop, the I Team and Core Team jointly review the Core Team's approved business processes within the new CMMS, including but not limited to:

- > Asset Management
- > Work Request Management
- > Work Order Management
- > CIS Service Request Management
- > Inventory Management
- > Preventive Maintenance
- > Change Management, including GIS
- > Mobile Configuration

The I Team, as directed by the Core Team, develops and documents business workflow scenarios, for I Team testing, to validate that the configured software meets the Core Team's stated business practices. The I Team conduct one (1) workflow workshops to implement this process. Change management procedures will accompany the Configuration Items Summary produced with the full configuration and new/approved workflows document.

As part of the Configuration Workshops and the Workflow Workshops, the I Team performs a Business Analysis. The Business Analysis examines current workflows and business practices, providing a "best-value" analysis that considers benefits, cost and other qualitative and quantitative (or financial and non-financial) factors, which allows PVWC to make decisions based on the conclusions and actionable recommendations of the analysis. These other factors may include, but are not limited to, performance, operability, reliability, maintainability, risk and supportability.

The I Team's PM submits a draft Business Analysis report to the Core Team Project Manager via the project's SharePoint site for the Core Team's review and comment. After receipt of comments from PVWC are complete, the I Team PM uploads a final report onto the project's SharePoint site for access.

In concert with the Business Analysis performed above, the I Team performs a Gap Analysis of the Core Team's business practices (workflows), other business information systems (data), regulatory compliance, level of service, resources, and other factors to assess the difference between the current metrics and desired/target metrics. Detailed process improvement steps are documented in the Gap Analysis report, which guides PVWC to the desired goals, objectives or metrics. PVWC reviews the draft report on the project SharePoint site, uploaded by the I Team's PM. A final report is uploaded after the receipt of comments from PVWC.

Additionally, throughout the course of the configuration and workflow workshops, as well as all aspects of the project, the I Team documents findings and decisions in various formats including, but not limited to, MS Word, Excel and Visio. This documentation is uploaded to and maintained on the project SharePoint site.

WBS 1.3 Solution Setup

WBS 1.3.1 - Core Team Orientation

The I Team prepares for and conducts a Core Team Orientation Session as the initial workshop. The I Team familiarizes the Core Team with how to navigate within the EAM, Lucity application, system interface capabilities, functional knowledge of specific EAM, Lucity modules, mobile applications, and an overall understanding of the configuration approach.

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

Example workshop topics: EAM Lucity interface (web, desktop, mobile, GIS), Work (work requests, work orders, Work/PM templates, asset management (inspections, condition assessment, readings, risk assessment), work category setup, plants (process, equipment, inspection), water distribution (assets, inspection, readings, testing, flushing, main breaks), wastewater collection including lift stations (assets, inspection, readings, rehab, overflows, inventory (warehouse, parts, transactions, requisitions, purchase orders, vendors. Final workshop agenda approved by the Core Team Project Manager.

WBS 1.3.2 – Business Analysis and Gap Analysis

In conjunction with the Configuration Workshops and the Workflow Workshops, the I Team performs a Business Case Analysis and Gap Analysis. Additional detail is provided above.

WBS 1.3.2.1 – Draft Business Analysis

I Team prepares and submits a draft Business Analysis during the configuration and workflow workshops. The Business Analysis documents relevant business processes and practices. The Core Team provides necessary documentation and knowledge for current business processes and practices.

WBS 1.3.2.2 – Final Business Analysis

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Business Analysis based on Core Team recommendations.

WBS 1.3.2.3 – Draft Gap Analysis

I Team prepares and submits draft Gap Analysis. The Gap Analysis identifies missing data elements or business processes. The Core Team assists the I Team in identifying missing data elements and business elements.

WBS 1.3.2.4 – Final Gap Analysis

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Gap Analysis based on Core Team recommendations.

WBS 1.3.3 Configuration Workshops

The I Team prepares for and performs the Configuration Workshops listed below. Each workshop includes preparation time, a three (3) day on site workshop session and follow-up time to compile information and notes gathered during the workshop for the Configuration Guide, Business Analysis and Gap Analysis. The I Team configures the system as much as possible during the on-site workshop session. Any configuration that is not performed during the on-site workshop session is addressed by the I Team during the follow up time. The I Team also prepares a workshop summary and uploads it to the project SharePoint site along with workshop notes.

WBS 1.3.3.1 – Workshop 1 - Administration, Assets and GIS

Example workshop topics: User and account setup, security settings, roles and responsibilities, user groups, business rule settings, forms, grids, views, dashboard configuration, work category setup, linear and non-linear asset definitions by work or financial. Asset hierarchy, parent/dependent child relationships, asset data collection form for non-linear assets (plants, lift-stations), asset vs part inventory, GIS linear and point assets (attributes, topology Final workshop agenda approved by the Core Team Project Manager.

WBS 1.3.3.2 – Workshop 2 - Preventive and Corrective Maintenance, Inspections

Example workshop topics: Identify preventative maintenance work activities, work templates (benchmark work orders), preventative maintenance schedules, inspections, condition assessment, asset management / risk discussion (probability of failure, consequence of failure, built-in vs tailored functionality), remaining useful life, etc. Final workshop agenda approved by the Core Team Project Manager

WBS 1.3.3.3 – Workshop 3 - Customers and Timekeeping, Inventory and Purchasing

Example workshop topics: Contacts / vendors, addresses, accounts, time cost setup, employee setup, work order labor costs, reasonable expectancies. Warehouse, parts, part requisitions, purchase orders, Oracle EBS database, workflows and interface requirements. Final workshop agenda approved by the Core Team Project Manager.

WBS 1.3.4 – Workflow Workshop

The I Team prepares for and performs the Workflow Workshop listed below. The workshop includes preparation time, a three (3) day on site workshop session and follow-up time to compile information and notes gathered during the workshop for the Configuration Guide, Business Analysis and Gap Analysis. The I Team configures the system as much as possible during the on-site workshop

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session. Any configuration that is not performed during the on-site workshop session is addressed by the I Team during the follow up time. The I Team also prepares a workshop summary and uploads it to the project SharePoint site along with workshop notes.

WBS 1.3.4.1 - Workflow Workshop 1

Example workshop topics: Work category setup, work request, work order, PM/Work templates, required fields, status, assignments, routing, resources, material, requisition, purchase order, notifications (dashboard, email), preliminary interface discussion, warehouse parts data migration, system administration workflows, GIS editing workflow, general workflows. Final workshop agenda approved by the Core Team Project Manager.

WBS 1.3.5 – Configure System

As mentioned above, the I Team develops, verifies and inputs System Configuration Data (Accounts, Code Tables, Resources, etc.) during the course of the configuration workshop and workflow workshops. The I Team documents system configuration modifications. The I Team prepares a Draft Configuration Summary & Guide including information captured in the tasks above and submits it to the Core Team for review and to provide clarifications as needed. The I Team revises the configuration documentation based on the feedback from the Core Team and finalizes the document. The I Team also provides a Configuration Change Management Plan. The purpose of the Configuration Change Control Management Plan is to document how system changes are to be requested, assessed, approved, monitored and controlled. This plan defines the Change Control Process to standardize the procedures for efficient and prompt handling of all system Change Requests.

WBS 1.3.5.1 – Draft Configuration Summary and Guide

I Team prepares and submits draft Configuration Summary and Guide. The Configuration Summary and Guide captures and summarizes information gathered during the configuration and workflow workshops.

WBS 1.3.5.2 – Final Configuration Summary and Guide

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Configuration Summary and Guide based on Core Team recommendations.

WBS 1.3.5.3 – Draft Configuration Change Management Plan

I Team prepares and submits draft Configuration Change Management Plan. The Configuration Change Management Plan documents how system changes are to be requested, assessed, approved, monitored and controlled.

WBS 1.3.5.4 – Final Configuration Change Management Plan

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Configuration Change Management Plan based on Core Team recommendations.

Deliverables:

- Conduct Core Team Orientation Session, draft documentation and workshop summary
- Conduct configuration workshop 1 – Administration, Assets and GIS, draft documentation and workshop summary
- Conduct configuration workshop 2 – Preventative Maintenance and Corrective Maintenance, Inspections, draft documentation and workshop summary
- Conduct configuration workshop 3 – Customers and Timekeeping, Inventory and Purchasing, draft documentation and workshop summary
- Conduct workflow Workshop 1, draft documentation and workshop summary
- Business Analysis Report
- Gap Analysis Report
- Configuration Summary and Guide
- Configuration Change Management Plan

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

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Phase One, Task Four (WBS) 1.4 - GIS Integration/Interface

EAM, Lucity's embedded GIS integration provides for two-way navigation between EAM, Lucity and PVWC's GIS. This real-time integration enables the use of spatial selects and mapped assets to perform maintenance activities such as creating work requests, work orders or PMs from the GIS map viewer. The I Team evaluates the GIS features and database with the Core Team. The I Team makes recommendations to PVWC GIS staff to make any needed feature or database changes for the implementation. One geodatabase change will be to add EAM, Lucity's auto-generated, asset ID so the bridge between the two systems can be made.

Implementation of this integration requires GIS configuration tools (provided by EAM, Lucity). The I Team and Core Team work together to configure and test the GIS integration on an appropriate server.

WBS 1.4 GIS Integration/Interface

WBS 1.4.1 – GIS Integration Workshop

The I Team conducts the GIS Integration Workshop during the GIS portion of the Administration, Assets and GIS Workshop (WBS 1.3.3.1). The Core Team participates in the workshop. Core Team participation includes providing business knowledge to the I Team as well as hands-on software exercises so the Core Team becomes familiar with the software functions and capabilities. Core Team to supply mobile devices for workshop.

Example workshop topics: GIS Integration (feature class / dataset review, geodatabase linking, feature class and field linking, map service creation), GIS Interface (creating web and mobile maps, web and mobile map interface familiarization). Final workshop agenda approved by the Core Team Project Manager.

WBS 1.4.2 – Draft GIS Interface Functional Requirements and Technical Specifications

I Team prepares and submits draft GIS Interface Functional Requirements and Technical Specifications. The GIS Interface Functional Requirements and Technical Specifications provides guidelines for GIS data review, migration, integration and interface of PVWC's GIS to EAM, Lucity.

WBS 1.4.3 – Final GIS Interface Functional Requirements and Technical Specifications

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final GIS Interface Functional Requirements and Technical Specifications based on Core Team recommendations.

WBS 1.4.4 – GIS Integration and Interface Delivered

The I Team and Core Team work together to configure and test the GIS integration on an appropriate server based on the GIS Interface Functional Requirements and Technical Specifications

Deliverables:

- GIS Integration Workshop, draft documentation and workshop summary
- GIS Interface Functional Requirements and Technical Specifications
- GIS Integration and Interface

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Assumptions:

- PVWC is responsible for operating, maintaining, and configuring the ESRI ArcGIS Enterprise software / map services for all applicable EAM, Lucity environments.
- PVWC is responsible for making geodatabase, feature dataset and/or feature class edits recommended by the I Team.
- EAM, Lucity Web Map requires ArcGIS Online, ArcGIS Enterprise 10.5/10.6/10.7 or ArcGIS Server 10.2.2+
- EAM, Lucity ArcGIS Desktop extensions require ArcGIS Desktop 10.2.2+
- EAM, Lucity ArcGIS Pro Add-In requires ArcGIS Pro 2.4

Phase One, Task Five (WBS 1.5) – Pilot Test

The Pilot Test confirms and documents the Core Team's configuration and workflows according to the desired functionality as determined during the Solution Setup task (WBS 1.3) and the GIS

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Integration/Interface task (WBS 1.4). Data migration testing, interface testing and report testing are not part of the Pilot Test. Data migration, interfaces and reports are tested during the System Test task (WBS 2.4).

WBS 1.5 Pilot Test

WBS 1.5.1 – Draft Pilot Test Plan

I Team prepares and submits draft Pilot Test Plan. The Pilot Test Plan prescribes the scope, approach, resources, and schedule of the EAM, Lucity pilot configuration testing activities. The plan identifies the configured items tested, the types of testing performed, the individuals responsible for testing, the resources and schedule required to complete testing, and any risks associated with the plan. The Pilot Test Plan provides a comprehensive review of PVWC's unique configuration and workflows. The Pilot Test Plan includes a detailed pass/fail/comment spreadsheet check-off list which is tailored to each division's specific roles, modules and workflows.

WBS 1.5.2 – Final Pilot Test Plan

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Pilot Test Plan based on Core Team recommendations.

WBS 1.5.3 – Pilot Test

The I Team conducts a three (3) day Pilot Test Workshop. The Core Team participates in the workshop. Core Team participation includes providing business knowledge to the I Team as well as hands-on software exercises so the Core Team becomes familiar with the software functions and capabilities. As mentioned previously, the intent of the Pilot Test is to confirm the EAM, Lucity configuration and workflows derived during the Solution Setup task (WBS 1.3) and the GIS integration derived during the GIS Integration/Interface task (WBS 1.4). Data migration, interfaces and reports are tested during the System Test task (WBS 2.4).

In addition, Pilot Testing continues once the workshop is complete. Please see project schedule for Pilot Test timeframe.

Prior to the Pilot Test, the I Team configures, per Core Team guidance, one (1) example of each of the following datasets to be used for the Pilot Test:

- One (1) Water Production Plant equipment grouping per Core Team guidance.
- One (1) Water Pumping Station equipment grouping per Core Team guidance.
- One (1) Interconnect equipment grouping per Core Team guidance.
- One (1) Tank equipment grouping per Core Team guidance.

WBS 1.5.4 – Pilot Test Review

The I Team and Core Team work together to validate the approved configuration and workflows from the Pilot Test Plan. The I Team documents Core Team changes and recommendations.

WBS 1.5.5 – Amend Configuration

The I Team and the Core work together to amend the system configuration based on Pilot Test review. The I Team amends the Configuration Summary & Guide accordingly.

Deliverables:

- Pilot Test Plan
- Pilot Test Workshop, draft documentation and workshop summary
- Amended system configuration and documentation

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Assumptions:

- Should the Core Team wish to migrate data at this time, any effort incurred by the I Team will be counted against the I Team's 200 hour data migration budget. Please see additional detail in the Data Migration (WBS 2.1) section of this Scope of Services.
- Core Team supplies adequate number of mobile devices for Pilot Test

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Phase Two

The following lists the proposed tasks for Phase Two:

- > Data Migration
- > System Interfaces
- > Reports
- > Testing – Unit and System
- > Training – Technical and End-User
- > System Rollout
- > Project Close-Out
- > Project Management

Phase Two, Task One (WBS 2.1) – Data Migration

The I Team plans and leads the data mapping and data uploads from PVWC data sources to the EAM, Lucity database. The I Team facilitates a two (2) day Data Migration workshop for the Core Team to determine specific data migration requirements. Based on the workshop findings, the I Team develops a Data Migration Plan that clearly defines the set of data sources and the associated migration requirements. The Core Team is responsible for ensuring the completeness and integrity of the inbound data. Although Data Migration is a formal task in the overall project plan, any data sources that the Core Team can provide to the I Team early on in the project will be helpful.

The Core Team, with I Team support, maps this data to the appropriate EAM, Lucity tables using the provided schema templates. The I Team develops data migration templates using EAM, Lucity's Import and Update Tool to migrate data the EAM, Lucity development database. EAM, Lucity's built-in Import and Update Tool is designed to:

- > Import data sets from an external source into individual EAM, Lucity tables
- > Import multiple data sets from an outside source into multiple EAM, Lucity tables in a specific order
- > Update records in EAM, Lucity tables with new data from an outside source

The EAM, Lucity Import and Update Tool supports the following data source formats:

- > Microsoft Access
- > ODBC
- > OLE
- > Oracle
- > SQL Server
- > Text file
- > XML

The I Team tests the set of data migration templates to ensure they perform in accordance with the mapping. The Core Team reviews the data migration plan, the detailed data mapping, and the migrated data to ensure that the templates function as expected. Should the Core Team decide that revisions are needed, one (1) revision per dataset is included in this Scope of Services. Any additional revisions require Core Team approval of the data migration contingency budget.

An example of a dataset, for the purposes of this Scope of Services, would be a fully populated, Core Team-scrubbed and normalized Water Production Plant data migration template. The data must be data migration ready per I Team guidance. The following list provides the data migration datasets per this Scope of Services:

- Water Production Plants
- Water Pumping Stations
- Interconnects
- Tanks

The following data is brought over from existing PVWC sources to EAM, Lucity through interfaces:

- GIS Assets (via EAM, Lucity's built-in GIS Synchronization)
- Customers
- Meters

The foundation for a sound EAM, Lucity asset registry (assets and associated specifications) starts with quality data. The Core Team scrubs and normalizes data from a variety of sources, both digital and hardcopy, prior to final migration. Data scrubbing and normalization involves reviewing existing databases to make sure:

- > Duplicate records are eliminated
- > Unused or unwanted fields are eliminated
- > Wanted database fields are fully populated
- > Data is entered in a consistent manner
 - Upper-lower case, all upper case, etc.
 - Unit abbreviations (RPM, GPD, kWh, etc.)

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- > Correct field format for EAM, Lucity destination fields

WBS 2.1 Data Migration

WBS 2.1.1 – Data Migration Workshop

The I Team conducts a two (2) day Data Migration workshop to determine specific data migration requirements. The Core Team participates in the workshop. Core Team participation includes providing business knowledge to the I Team as well as hands-on software exercises so the Core Team becomes familiar with the software functions and capabilities.

WBS 2.1.2 – Draft Data Migration Plan

I Team prepares and submits draft Data Migration Plan. The Data Migration Plan clearly defines the set of data sources and the associated migration requirements.

WBS 2.1.3 – Final Data Migration Plan

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Data Migration Plan based on Core Team recommendations.

WBS 2.1.4 – Data Import Tool Templates

The I Team provides the Core Team with the appropriate EAM, Lucity database schema templates in spreadsheet format (.xlsx) no less than 45 working days ahead of the Data Migration Workshop (WBS 2.1.1) so the Core Team can scrub, normalize or complete datasets for migration. The Core Team, with I Team support, maps this data to the appropriate EAM, Lucity tables using the provided schema templates. The I Team develops data import tool templates using EAM, Lucity's Import and Update Tool to migrate data the EAM, Lucity development database.

WBS 2.1.5 – Import Data

The I Team tests the set of data migration templates to ensure they perform in accordance with the mapping. Once the I Team determines that the data migration templates perform as expected, the I Team migrates the Core Team's fully populated, scrubbed and normalized datasets into EAM, Lucity.

See the following data migration assumptions below for additional detail.

Deliverables:

- Data Migration Workshop, draft documentation and workshop summary
- Data Migration Plan
- Data Import Tool Templates
- Imported Data

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Assumptions:

- All data provided to the I Team by the Core Team has been scrubbed and normalized per I Team guidance and is ready for the EAM, Lucity Import and Update Tool.
- Data migration budget for I Team, which includes one (1) revision per dataset, is 200 hours. This 200 hour budget can be used prior to the data migration task if the Core Team desires. For example, if the Core Team wishes to load their water production plant dataset for the Pilot Test, the effort incurred by the I Team to load the data is deducted from the 200 hour budget. Once the 200 hour data migration budget is exhausted, an additional data migration contingency budget of 200 hours is available per Core Team approval.
- Historical service orders and work orders will be evaluated in the workshops for uploading to EAM, Lucity.
- Some legacy data sources may be incomplete. It may be necessary for the Core Team to consider updating its asset registry with an updated asset inventory or complete the necessary databases for CMMS implementation. Should the Core Team need assistance with this, they could utilize the project contingency budget for out-of-scope work or the I Team could submit a separate fee proposal to the Core Team Project Manager for consideration.
- During the Data Migration task, the I Team provides guidance to the Core Team on how to use the EAM, Lucity Import and Update Tool so the Core Team is able to perform Data Migration that falls outside this Scope of Services.

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Phase Two, Task Two (WBS 2.2) - System Interfaces

The I Team works with the Core Team to identify and define system interfaces between existing PVWC systems and EAM, Lucity. The objective of identifying and defining system interfaces provides an understanding of the dependencies EAM, Lucity has with PVWC's existing systems. This helps to ensure compatibility between EAM, Lucity and PVWC's existing systems as well as expose potential challenges. The I Team holds a workshop with PVWC to facilitate this discovery. Using information gathered during this workshop, the I Team develops a System Interfaces Functional and Technical Specifications document. The I Team uses this document as its guide for developing, testing and implementing the system interfaces.

The following table lists PVWC's desired interfaces and suggested deployment methods. Actual deployment methods are documented in the System Interfaces Functional and Technical Specifications.

Interface	Function	Deployment Method
HTE – NavilLine – Accounting System Ver 9.1.19.1	- One-way Vendor updates from HTE to CMMS - One-way new Requisitions from CMMS to HTE - One-way Requisitions status update from HTE to CMMS - One-way new Purchase Orders and revisions from HTE to CMMS - One-way purchase orders status updates from CMMS to HTE	HTE to CMMS - Scheduled EAM Import and Update Job(s) - .csv file(s) provided by PVWC. CMMS to HTE – Scheduled EAM flat file exports. PVWC loads flat file export into HTE.
HTE - NavilLine – Inventory Ver. 9.1.19.1	- One-way new stock items from CMMS to HTE - One-way stock items receipts, issues, returns from CMMS to HTE - One-way stock receipts from CMMS to HTE - One-way non-stock receipts from CMMS to HTE	HTE to CMMS - Scheduled EAM Import and Update Job(s) - .csv file(s) provided by PVWC. CMMS to HTE – Scheduled EAM flat file exports. PVWC loads flat file export into HTE.
Customer Information System (CIS) – Infinity by Advanced Utility Systems - Ver 4.1.59	- One way to update customer, address, and meter information from CIS to CMMS - One way to create CMMS work orders from predefined CIS service orders - One way to send updates from CMMS to CIS including but not limited to status, notes, meter information	Scheduled EAM Import and Update Job(s) or EAM REST API - PVWC provides access to source database, output file or web service.

WBS 2.2 System Interfaces

WBS 2.2.1 – System Interface Workshop

The I Team conducts a two (2) day System Interfaces workshop to determine specific system interface requirements. An individual session is held for each of the interfaces listed above during the two (2) day workshop. The Core Team ensures that the appropriate PVWC staff attend their respective interface session in order for the I Team to gather the proper interface requirements. The Core Team also participates in the workshop. Core Team and PVWC staff participation includes providing business knowledge to the I Team in order to define interface data sources and destinations, touch points, expectations, dependencies, methodologies and system requirements.

WBS 2.2.2 – Draft Functional and Technical Specifications

I Team prepares and submits draft Functional and Technical Specifications. The Functional and Technical Specifications clearly defines interface data sources and destinations, touch points, expectations, dependencies, methodologies and system requirements.

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WBS 2.2.3 – Final Functional and Technical Specifications

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Functional and Technical Specifications based on Core Team recommendations.

WBS 2.2.4 – Develop and Test Interfaces

Using the Final Functional and Technical Specifications as a guide, the I Team develops, tests and validates interfaces with legacy systems. The Core Team assists this effort by testing and validating the interfaces.

WBS 2.2.5 – Interface Revisions

Based on the results of the interface testing by the I Team and the Core Team, the I Team revises interfaces accordingly.

WBS 2.2.6 – Monitor Interfaces

Under this task, the I Team monitors interfaces up to the Go Live milestone. The I Team makes amends if any of the interfaces stop performing as designed and implemented per the Final Functional and Technical Specifications. See assumptions for additional detail.

Deliverables:

- System Interfaces Workshop, draft documentation and workshop summary
- Functional and Technical Requirements Specifications
- System Interfaces

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Assumptions:

- HTE NavLine – PVWC's Core Team provides the HTE NavLine data to the I Team in an interface-ready format per the I Team's guidance.
- CIS – PVWC provides the I Team with access to source database, output file or web service.
- System Interfaces, as designed and implemented per the Functional and Technical Specifications, are supported under the current scope of services providing all existing PVWC systems are fully supported by PVWC or an external system provider.
- System Interfaces, as designed and implemented per the Functional and Technical Specifications, are not supported under this scope of services should a hardware or software upgrade or modification to an existing PVWC system "break" an interface. Should this occur, Cardno can provide support to PVWC through a Managed Services agreement.
- The I Team repoints the interfaces to the EAM, Lucity production environment during System Rollout.

Phase Two, Task Three (WBS 2.3) – Reports

The I Team conducts a Reports Workshop with the Core Team. During the workshop, The I Team reviews EAM, Lucity's standard out-of-the-box reports and also gathers and documents the functional and technical specifications for the Core Team's complex management reports. Using this documentation as guidance, the I Team develops, tests and implements the Core Team's complex management reports. The I Team also demonstrates how the Core Team can build their own queries and saved searches during the workshop, should the Core Team require modifications post Go-Live.

Additionally, during the course of the project, numerous dashboard data drills, queries and filters are developed based on the Core Team's business needs to assist end users in streamlining their workflows.

WBS 2.3 Reports

WBS 2.3.1 – Reports Workshop

The I Team conducts a three (3) day Reports workshop to determine specific report requirements. The Core Team participates in the workshop. Core Team participation includes providing business knowledge to the I Team as well as hands-on software exercises so the Core Team becomes familiar with the software functions and capabilities.

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WBS 2.3.2 – Draft Functional and Technical Specifications

I Team prepares and submits draft Functional and Technical Specifications. The Functional and Technical Specifications clearly defines report data sources and destinations, touch points, expectations, dependencies, methodologies and system requirements.

WBS 2.3.3 – Final Functional and Technical Specifications

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Functional and Technical Specifications based on Core Team recommendations.

WBS 2.3.4 – Develop and Test Reports

Using the Final Functional and Technical Specifications as a guide, the I Team develops, tests and validates ten (10) complex management reports. The Core Team assists this effort by testing and validating the reports.

WBS 2.3.5 – Report Revisions

Based on the results of the report testing by the I Team and the Core Team, the I Team revises reports accordingly.

Deliverables:

- Reports Workshop, draft documentation and workshop summary
- Data Functional and Technical Requirements Plan
- Reports

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Assumptions:

- Core Team provides I Team with access to PVWC Reporting Tool (e.g. Crystal Reports, SQL Server Reporting Services, etc.)
- Ten (10) complex report limit per this scope of services.
- Reports, as designed and implemented per the Functional and Technical Specifications, are not supported under this scope of services should a hardware or software upgrade or modification to an existing PVWC system "break" a report. Should this occur, Cardno can provide support to PVWC through a Managed Services agreement.
- The I Team reprints the reports to the EAM, Lucity production environment during System Rollout.

Phase Two, Task Four (WBS 2.4) – Testing – Unit and System

The I Team and Core Team perform system testing prior to moving the EAM, Lucity software into production. The I Team develops a Test Plan, which utilizes the workflow scenarios provided by the Core Team for software configuration validation and extends these to include testing scenarios for the external interfaces. The I Team and Core Team use the workflow scenarios for the interface functionality. The plan provides for a business-oriented test of EAM, Lucity. Testing components include the following:

- > Unit / Component
- > Integration & Interface Testing
- > Data Migration Testing
- > Environment & Security Testing
- > Backup & Disaster Recovery Testing
- > Performance Testing
- > Acceptance Testing

Unit / Component Testing – Individual software functions are tested to ensure they meet their design and behaviour as intended.

Integration & Interface Testing – Verifies whether the communication between two different software systems performs correctly.

Data Migration Testing – Verifies whether the migration of data occurs with data integrity and no loss of data, while ensuring that all the specified functional and non-functional aspects of the application are met post-migration.

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Environment & Security Testing - Evaluates the information security of hardware, software, networks or an IT/information system environment. This enables reviewing and certifying the security level of a given IT asset or facility against the key pillars/components of information security including:

- > Confidentiality
- > Availability
- > Integrity
- > Authentication
- > Authorization
- > Non-repudiation

Backup & Disaster Recovery Testing - Assesses the effectiveness of an organization's software and methods of replicating data for security and its ability to reliably retrieve that data should the need arise.

Performance Testing - Determines the system parameters in terms of responsiveness and stability under various workload. Performance testing measures the quality attributes of the system, such as scalability, reliability and resource usage.

Acceptance Testing - Determines whether or not the software system has met the requirement specifications. The main purpose of this test is to evaluate the system's compliance with the business requirements and verify if it has met the required criteria for delivery to end users.

Testing is scheduled into the project work plan four (4) times:

1. Pilot Test (WBS 1.5) – System configuration and workflows derived from WBS 1.3 (Solution Setup) are tested by the I Team and the Core Team. The I Team trains the Core Team during the course of WBS 1.3 (Solution Setup) by having them engaged, hands-on with the software and assisting with the configuration and workflow setup. This allows the Core Team to learn the software and have a better understanding of how their configuration and workflows integrate with EAM, Lucify.
2. Testing - Unit and System (WBS 2.4) – Full system testing, with approved workflows, is performed by the Core Team and I Team together in a three (3) day workshop and following the workshop. During this workshop and during this testing period, the I Team reviews the Test Plan with the Core Team and assists the Core Team with the testing as-needed. The Core Team should be proficient with EAM, Lucify at this project stage, but additional training can be performed by the I Team, if needed, to complete system testing and system acceptance before T3 training begins
3. Training – Technical and End-User - (WBS 2.5) – Although the system has been fully tested during the Testing task, it is once again tested by virtue of the end-users accessing the system during the Training task. Our experience is that during training, the end-users often provide valuable input which sometimes results in amending the configuration or a workflow.
4. System Rollout – (WBS 2.6) - Systems are tested again during the cut-over process, where the Core Team accepts the system upon cut-over completion of the testing prior to Go-Live.

The I Team and the Core Team uses the Test Plan as a guide, documenting whether each criterion passes or fails. Should a test item fail, it is marked as such and fixed accordingly. Each criterion has an Id Number, Name, Test Step Sequence Number, Test Step Description, Pass or Fail and Comment. The following example illustrates this:

Id	Name	Test Step #	Test Step Description	Pass or Fail	Comment
TC-295	Work Order – PM/Work Template 26.1	1	Schedule PM/Template to initiate Work Order > Is Work Order generated at scheduled time?	Pass	
		2	Schedule PM/Template to initiate Work Order > Did Work Order resources and/or estimated costs from PM/Template carry over?	Fail	Cost Center # didn't carry over.
		3	Schedule PM/Template to initiate Work Order > Did Work Order resources from PM/Template carry over?	Pass	Same as above question
		4	Is the workflow configured to make the necessary assignments and populate the appropriate dashboard data grids?	Pass	
		5	Did the workflow route records through all possible paths in the process, including all possible paths through any subprocesses?	?	
		6	Did the workflow make the necessary assignments and populate the appropriate data grids?	?	When the PM is assigned to a lead worker, does the Employee under the Task tab auto populate?
		7	Was the workflow complete or are additional steps required?	Pass	
		8	If applicable, did the workflow post the correct labor, material and direct costs to the correct asset and/or account?	Pass	
		9	Was there sufficient data to test the workflow?	Pass	

WBS 2.4 Testing

WBS 2.4.1 – Draft Test Plan

I Team prepares and submits draft Test Plan. The Test Plan utilizes the workflow scenarios provided by the Core Team for software configuration validation and extends these to include testing scenarios for the external interfaces and reports. Additional detail is provided above.

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WBS 2.4.2 – Final Test Plan

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Test Plan based on Core Team recommendations.

WBS 2.4.3 – Testing

To begin the Testing task, the I Team conducts a three (3) day Testing workshop. The I Team reviews the Test Plan with the Core Team during the workshop and assists the Core Team with the testing. The I Team and the Core continue testing during the Testing task timeframe. The I Team and the Core Team use the Test Plan as a guide, documenting whether each criterion passes or fails. Should a test item fail, it is marked as such and fixed accordingly. See above for additional detail.

WBS 2.4.4 – Testing Revisions

Based on the results of the testing by the I Team and the Core Team, the I Team revises test items which did not pass accordingly.

Deliverables:

- Test Plan
- Testing Workshop, draft documentation and workshop summary
- Testing Revisions

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Phase Two, Task Five (WBS 2.5) – Training – Technical and End-User

The first step in the training process is to develop an Education Plan. This activity requires the I Team and Core Team to determine course requirements, course content, course durations, required attendees (for each course), training sequence, and training schedule using a standard approach. The I Team collects and organizes the detailed information needed to ensure each end-user receives the appropriate training. The I Team documents this information in the project Education Plan and submits it to the Core Team for review and scheduling. The I Team provides the digital training guides for the training. Digital training guides are reviewed with the Core Team and tailored to meet the needs of PVWC staff.

The second step in the training program is Technical Training. The I Team provides formal System Administration training at a PVWC training facility for key staff. This is a review of the items learned throughout the project. The System Administration Training that occurs during the configuration workshops and during the formal System Administration enables the Core Team to support the I Team with configuration work during the Solution Setup task (WBS 1.3) and provide ongoing configuration support to the user community after go-live.

The final step in the training program is End-User Training. This training includes functions performed by end users of the CMMS for work requests, work orders, inventory and parts management and reporting. The I Team performs the End-User Training with the Core Team's assistance. Web and mobile training are addressed depending on end-user need. See below for additional detail.

During the Training task, the system is once again tested. Our experience is that once the end users begin using the system, they provide valuable configuration and workflow input. Often times, the I Team makes amends to the configuration to augment or correct workflows based on end user feedback and Core Team approval.

WBS 2.5 Training – Technical and End-User

WBS 2.5.1 Education Plan

WBS 2.5.1.1 – Draft Education Plan

The I Team prepares and submits the draft Education Plan. The I Team determines and documents course requirements, course content, course durations, required attendees (for each course), training sequence, and training schedule using a standard approach. During this task, the I Team also begins developing digital training guides which are tailored to each division and their specific role, modules, assets, workflows and software platform (web or mobile depending on user need).

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

WBS 2.5.1.2 – Final Education Plan

The Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final Education Plan based on Core Team recommendations.

WBS 2.5.2 Technical Training

WBS 2.5.2.1 – Prepare for System Administration Training

The I Team prepares for the System Administration Training. The I Team finalizes the System Administration training materials during the preparation time.

WBS 2.5.2.2 – System Administration Training

The I Team provides System Administration Training to Core Team-designated students. The I Team amends system configuration and/or workflows based on technical training feedback from the Core Team.

Training topics include, but are not limited to, security, view/form management, grid management, system settings, GIS, Import and Update Tool, dashboards, workflow setup, filters, reporting, preventative maintenance and system settings.

One (1) two (2) day System Administration Training session is included in this Scope of Services.

WBS 2.5.3 End-User Training

WBS 2.5.3.1 – Prepare for End-User Training

The I Team prepares for the End User Training. The I Team finalizes the End-User training materials during the preparation time.

WBS 2.5.3.2 – End-User Training

The I Team provides End-User Training to Core Team-designated students. The I Team amends system configuration and/or workflows based on end-user feedback as approved by the Core Team.

Training topics include, but are not limited to, work request workflows, work order workflows, GIS, FEMA Workflows, preventative maintenance, parts, filters, reporting and inspections. Web and mobile training are addressed based on end-user need.

Deliverables:

- Education Plan
- Digital Training Materials
- System Administration Training
- End-User Training

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Assumptions:

- I Team provides tailored digital training materials to Core Team. Training materials are division, module, and workflow specific. Training materials are tailored for web or mobile depending on end user needs.
- Core Team is responsible for printing training materials.
- Core Team is responsible for adequate number of mobile devices to accommodate mobile training.
- Core Team is responsible for training facility with adequate number of training computers.
- End-User Training classes are split into two (2) half day sessions per student to accommodate the students' regular work responsibilities. During the first session, the I Team trains the students after which students can practice. During the second sessions, the I Team reviews what was presented during the first session. The students then come to the front of the class to demonstrate their workflows.
- The I Team provides two (2) teams of two (2) trainers each team. This allows the I Team to perform concurrent training sessions.
- Two (2) I Team trainers present per session. One (1) Core Team member present per session.
- An estimate of two hundred (200) students receive End-User Training.
- Six (6) students are trained per each half day training session.
- End-User Training occurs over a six (6) week timeframe as shown in the Project Schedule (Schedule D)

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

Phase Two, Task Six (WBS 2.6) - System Rollout

The I Team develops the system cutover plan and oversees the cutover to a production environment. Additional System Rollout Testing is performed by the Core Team and the I Team during this task. EAM, Lucy moves to production after the I Team and Core Team completes the system configuration, data migration, workflow and interface testing, training, system rollout testing and final checklist. The I Team supports the system rollout by verifying the production environment and final system configuration. The I Team provides on-site resources to support these pre "Go-Live" activities and provides field coaching during the critical days following when end users begin using the new business application and processes. The I Team provides a "Go-Live" checklist to help the Core Team prepare for the rollout event. The I Team provides up to 200 hours of post go-live support (may be on-site or off-site depending on the need) for a period of 40-working days (8 weeks) and makes configuration or interface changes to correct functional deficiencies. Follow-up training can be provided as part of the 200 hours of post go-live support. Note PVWC receives support from CentralSquare as part of its subscription agreement. The Core Team Project Manager may authorize the I Team to provide additional post-go-live support via a change order. The I Team submits a separate fee proposal to the Core Team Project Manager for any post-go-live support outside the Scope of Services.

WBS 2.6 System Rollout

WBS 2.6.1 – Draft System Cutover Plan and Checklist

I Team prepares and submits draft System Cutover Plan and Checklist. The System Cutover Plan and Checklist documents pre-cutover, cutover and post go-live tasks, responsibilities, completion dates and comments.

WBS 2.6.2 – Final System Cutover Plan and Checklist

Core Team reviews draft and provides revision recommendations to I Team if necessary. I Team prepares and submits final System Cutover Plan and Checklist based on Core Team recommendations.

WBS 2.6.3 – Acceptance Testing

The I Team and the Core perform additional testing during the Acceptance Testing task timeframe. The I Team and the Core Team use the Test Plan as a guide, documenting whether each criterion passes or fails. Should a test item fail, it is marked as such and fixed accordingly prior to Go-Live. Should a test item or items fail which cannot be fixed in time for the scheduled Go-Live date, the Core Team can authorize the continuation of the scheduled Go-Live. The I Team fixes these items as part of Post Go-Live Support (WBS 2.2.6)

WBS 2.6.4 – Cutover to Production

The I Team and the Core Team perform the tasks designated in the System Cutover Plan and Checklist.

WBS 2.6.5 – Go-Live

PVWC begins using EAM, Lucy in the Production environment. I Team and Core support the Go-Live task.

WBS 2.6.6 – Post Go-Live Support

The I Team provides Post Go-Live Support to PVWC. The I Team provides up to 200 hours of post go-live support (may be on-site or off-site depending on the need) for a period of 40-working days (8 weeks) and makes configuration or interface changes to correct functional deficiencies. Follow-up training can be provided as part of the 200 hours of post go-live support.

Deliverables:

- System Cutover Plan and Checklist
- Acceptance Testing
- Cutover Support
- Go-Live Support
- Post Go-Live Support

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Assumptions:

- Go-Live in Production environment is considered System Acceptance.
- System Interfaces, as designed and implemented per the Functional and Technical Specifications, are supported under the current scope of services providing all existing PVWC systems are fully supported by PVWC or an external system provider.
- System Interfaces, as designed and implemented per the Functional and Technical Specifications, are not supported under this scope of services should a hardware or software upgrade or modification to an existing PVWC system "break" an interface. Should this occur, Cardno can provide support to PVWC through a Managed Services agreement.
- The I Team repoints the interface to the EAM, Lucity production environment during System Rollout.

Phase Two, Task Seven (WBS 2.7) – Project Close-out

WBS 2.7 Project Close-Out

WBS 2.7.1 – Project Close-Out Meeting

The I Team conducts an onsite project close-out meeting at the end of the project to summarize project results, including quality assurance and quality control metrics, and present any additional recommendations for future improvements. The I Team ensures that all project documentation has been loaded onto the project SharePoint site.

WBS 2.7.2 – Backup and Recovery

The I Team consults with PVWC's Backup and Recovery / Disaster Recovery Implementation team to review the procedures documented during the IT Audit task and run through mock scenarios so each team member understands their role and responsibility.

Deliverables:

- Project Close-Out Meeting
- Project Documentation
- Backup and Recovery Consultation

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Phases One and Two (WBS 3.0) – Project Management

The I Team understands the importance of a proven project management approach and its influence on a successful CMMS implementation. Our Project Manager (PM), Craig Payne, has performed numerous CMMS implementations and possesses the knowledge, skills, tools and techniques to accomplish the numerous activities involved in a CMMS implementation. Our PM employs the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) principles in our project approach and lifecycle, providing a high-level view of the project and the phases providing the roadmap to accomplishing it.



These principles are built into the high-level project schedule in this section. The project schedule shown on the following pages is a starting point for our scoping meeting with PVWC to solidify the scope, schedule and budget before notice to proceed authorization.

During the Implementation Planning and Coordination task (WBS 1.1), The I Team's PM validates the Scope of Services and Project Implementation Plan with the Core Team Project Manager. The Project Implementation Plan employs an integrated work plan approach by incorporating the I Team resources and staff with PVWC implementation resources and staff throughout the project. The Project Implementation Plan identifies the project tasks, manhours, resources and a realistic timetable. The Project Implementation Plan also establishes baselines and performance measures. This baseline

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

determines if the project is on track. Roles and responsibilities are clearly defined so everyone understands what they are accountable for.

The Project Implementation Plan includes the following:

- > Scope Statement – Clearly defines the business need, benefits of the project, objectives, deliverables and key milestones. Scope statements may change during the project but only with the completion of a Change Request document and the approval of the Core Team Project Manager or authorized agent.
- > Work Breakdown Schedule (WBS) – Visual representation that breaks down the project scope into manageable sections or tasks.
- > Milestones – Identify high-level goals or deliverable dates that need to be met throughout the project and include them in a Gantt chart.
- > Gantt Chart – Visual timeline used to plan out tasks and visualize project timeline.
- > Communication Procedures – Develops proper messaging around the project and creates the protocol of when to communicate with team members.
- > Risk Management Procedures – Identifies foreseeable risks, including but not limited to, unrealistic timeframes/deadlines, change management requirements or lack of committed resources. The I Team's PM will track any risk issues in a spreadsheet logging dates, risk, division, priority, resolution responsibility and status.
- > Quality Procedures – Identifies Core Team requirements, lists project deliverables, sets deliverable quality criteria and standards and gains the Core Team's agreement to quality targets. The I Team's PM works with the Core Team Project Manager to develop and deliver user acceptance criterion for the CMMS application and business workflow processes.

The following PM activities are conducted throughout the project's life-cycle to ensure satisfactory provision of services. An I Team project management budget of 500 hours has been established for the duration of the project which is approximately 24 months. This equates to approximately 5 hours per week for project management time.

- > Weekly project status updates to the Core Team Project Manager who updates the project and portfolio management system used by the Core Team.
- > Weekly project status updates to the Core Team Project Manager to include a summary of task budget, effort and remaining budget
- > Use an integrated work plan that considers the I Team's work plan, indicating the resource plan and staffing commitments at various stages of the project.
- > Updates to the project sponsors or business leaders of the project.
- > Produce minutes for all scheduled meetings with specific emphasis to recording issues, risks, actions and decisions.
- > Facilitate collaboration between the I Team and Core Team members and provide stakeholder access to project collateral using PWWC's SharePoint project site.
- > Maintain the list of all project team members and stakeholders on the SharePoint system.
- > Use Microsoft Office products to submit deliverables.

During project closeout, the I Team's PM holds a Project Close-out meeting with the project team to identify project successes, project failures and lessons learned. Quality assurance and quality control measures developed in the Quality Control Plan are used to measure project successes and failures. This is helpful to all so that improvements are made for future projects. The I Team's PM also creates a project punch list of things that didn't get accomplished during the project and works with the team to complete them. A final project report is prepared along with collecting all project documents and deliverables to be stored in a single place. The I Team ensures that all project documentation has been loaded onto the SharePoint Project Work Site, so the Core Team can have IT backup the files as appropriate.

WBS 3.1 - Project Management

The I Team Project Manager provides the following services throughout the project's life-cycle:

- > Provides weekly project status updates to the Core Team Project Manager to include a summary of task budget, effort and remaining budget.
- > Leverages an integrated work plan which considers staffing commitments at various stages of the project.
- > Provides project status updates to the project sponsors or business leaders of the project.
- > Produces minutes for all scheduled meetings to record issues, risks, actions and decisions.
- > Facilitates collaboration between the I Team and Core Team members. PWWC's Project SharePoint site is leveraged to facilitate this collaboration.
- > Maintains a list of project team members and stakeholders on PWWC's Project SharePoint site.
- > Uses Microsoft Office products to submit deliverables.

Project Management activities are conducted throughout the project's life-cycle to ensure satisfactory provision of services. An I Team Project Management budget of 420 hours has been established for the

Schedule A – Scope of Services

Computerized Maintenance Management System (CMMS)

duration of the project which is approximately 21 months. This equates to approximately 4 hours per week for project management time.

Deliverables:

- Project Status Reports
- Project Status Meetings

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

Phases One and Two (WBS 4.0) - Contingency

A contingency budget of \$175,000 has been included to be used for out-of-scope work as authorized by the Project Sponsor. A separate contingency budget of \$75,000 has been included to be used for additional data migration if needed. Please see Schedule E (Project Resource Rate Schedule) for additional detail regarding project resource anticipated services and hourly rates.

WBS 4.1 - Out of Scope Services

I Team provides Scope of Services to Core Team for review. I Team performs Scope of Services upon authorization of Core Team Project Manager or Project Sponsor.

WBS 4.2 – Additional Data Migration Services

I Team provides Scope of Services to Core Team for review. I Team performs Scope of Services upon authorization of Core Team Project Manager or Project Sponsor.

Cost:

Refer to "Schedule B Fee Schedule" and "Schedule C Payment Schedule".

General Project Assumptions

- Go-Live equates to System Acceptance at which point Cardno invoices PVWC for the 10% retainage amount. Schedule C (Payment Schedule) provides invoicing and payment guidance.
- All configuration performed in EAM, Lucity Web translates directly to EAM, Lucity Mobile. No additional configuration is needed for EAM, Lucity Mobile. All implementation tasks in this scope occur in one (1) pre-production environment. Once the system has been tested and is ready for Go Live, the pre-production environment is repurposed as the production environment. All testing and training data, such as work requests, work orders, inspections, and parts transactions, etc. are purged from the production environment prior to Go Live. The production environment is then backed up and restored as a test/development environment. The production environment is then made accessible for Go Live.
- Document review cycle – 15 business days. 10 business days for Core Team review of draft document, 5 business days for I Team to revise document based Core Team recommendations and to submit final document.
- I Team uploads workshop notes and workshop summaries to project SharePoint site within five (5) working days after workshop completion. Cardno invoices PVWC for each workshop upon completion of the workshop and upload of corresponding workshop notes and workshop summary.
- PVWC to provide adequate number of mobile devices for Pilot Test, System Test and Go Live. Quantities to be determined during the Implementation Planning and Coordination (WBS 1.1) and Hardware and Software (WBS 1.2) tasks. Quantities are subject to change based on additional discovery during the course of the project.
- PVWC to provide remote access workstations to the I Team so the I Team can work remotely. Typical remote access provides the I Team with VPN connectivity as well as multiple remote workstations with access to EAM, Lucity Web and Desktop applications and other systems as deemed necessary by the I Team and Core Project Managers in order for the I Team to perform their responsibilities as outlined in this Scope of Services. Cardno anticipates needing a minimum of four (4) remote workstations so the I Team members can perform their project responsibilities while work off-site. The number of remote workstations may be subject to change as the project progresses. PVWC provides the I Team with PVWC workstation use restrictions and the I Team adheres to these restrictions.

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

EXHIBIT B

SCHEDULE B – FEE SCHEDULE

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

COMPETITIVE CONTRACTING PROCUREMENT OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) AND RELATED PROFESSIONAL SERVICES

EXHIBIT B

Schedule B - Fee Schedule
Computerized Maintenance Management System (CMMS)
Passaic Valley Water Commission (PVWC)
June 1, 2021

WBS	Hourly Rate	\$ 275 PM (CLP)	\$ 275 Analyst (CLP)	\$ 250 Analyst (RTB)	\$ 150 Analyst (TSC)	\$ 250 Dev (JC)	\$ 100 Dev (SN)	\$ 245 FA/TA (CS)	\$ 125 Remote (CS)	TOTAL
1	Phase One									
1.1	Implementation Planning and Coordination									\$ 16,280
1.1.1	Project Planning and Setup	0	8	0	0	0	0	0	0	\$ 2,200
1.1.2	Draft Implementation Plan and Schedule	0	8	0	2	0	0	0	0	\$ 2,500
1.1.3	Final Implementation Plan and Schedule	0	4	0	2	0	0	0	0	\$ 1,400
1.1.4	Project Kick off Meeting	0	8	8	8	8	8	8	0	\$ 10,160
1.2	Hardware and Software									\$ 22,880
1.2.1	IT Audit and Planning, with Backup & Recovery / Disaster Recovery Plans	0	2	0	0	16	0	40	40	\$ 19,350
1.2.2	Hardware Selection and Installation Recommendations	0	0	0	0	0	0	2	2	\$ 740
1.2.3	Software Component Installation (including database) and Testing	0	0	0	0	0	0	0	16	\$ 2,000
1.2.4	IT Audit Report	0	2	0	0	0	0	0	2	\$ 800
1.3	Solution Setup									\$ 179,930
1.3.1	Core Team Orientation	0	10	0	10	0	0	10		\$ 6,700
1.3.2	Business Analysis and Gap Analysis									\$ 37,320
1.3.2.1	Draft Business Analysis	0	2	32	2	6	0	6	0	\$ 11,820
1.3.2.2	Final Business Analysis	0	2	8	2	2	0	2	0	\$ 3,840
1.3.2.3	Draft Gap Analysis	0	2	56	2	6	0	6	0	\$ 17,820
1.3.2.4	Final Gap Analysis	0	2	8	2	2	0	2	0	\$ 3,840
1.3.3	Configuration Workshops									\$ 88,860
1.3.3.1	Workshop 1 - Administration, Assets and GIS	0	38	0	44	0	0	44	0	\$ 27,830
1.3.3.2	Workshop 2 - Preventative Maintenance and Corrective Maintenance, Inspections	0	42	0	48	0	0	48	0	\$ 30,510
1.3.3.3	Workshop 3 - Customers and Timekeeping, Inventory and Purchasing	0	42	0	48	0	0	48	0	\$ 30,510
1.3.4	Workflow Workshop									\$ 30,510
1.3.4.1	Workflow Workshop 1	0	42	0	48	0	0	48	0	\$ 30,510
1.3.5	Configure System									\$ 16,150
1.3.5.1	Draft Configuration Summary & Guide	0	16	0	40	0	0	0	0	\$ 10,400
1.3.5.2	Final Configuration Summary & Guide	0	4	0	8	0	0	0	0	\$ 2,300
1.3.5.3	Draft Configuration Change Management Plan	0	4	0	8	0	0	0	0	\$ 2,300
1.3.5.4	Final Configuration Change Management Plan	0	2	0	4	0	0	0	0	\$ 1,150
1.4	GIS Integration Interface									\$ 22,420
1.4.1	GIS Integration Workshop	0	4	0	4	0	0	4	0	\$ 2,680
1.4.2	Draft GIS Interface Functional Requirements and Technical Specifications	0	2	0	16	0	0	16	0	\$ 6,870
1.4.3	Final GIS Interface Functional Requirements and Technical Specifications	0	2	0	40	0	0	0	0	\$ 6,550
1.4.4	GIS Integration and Interface Implemented	0	0	0	16	0	0	16	0	\$ 6,320
1.5	Pilot Test									\$ 71,880
1.5.1	Draft Pilot Test Plan	0	32	0	32	0	0	32	0	\$ 21,440
1.5.2	Final Pilot Test Plan	0	10	0	8	0	0	8	0	\$ 5,910
1.5.3	Pilot Test	0	40	0	40	0	0	40	0	\$ 26,800
1.5.4	Pilot Test Review	0	8	0	8	0	0	8	0	\$ 5,360
1.5.5	Amend Configuration	0	24	0	0	0	0	24	0	\$ 12,480
2	Phase Two									
2.1	Data Migration									\$ 66,680
2.1.1	Data Migration Workshop	0	16	0	16	0	0	16	0	\$ 10,720
2.1.2	Draft Data Migration Plan	0	9	0	40	0	0	8	0	\$ 10,435
2.1.3	Final Data Migration Plan	0	3	4	12	0	0	4	0	\$ 4,605
2.1.4	Data Import Tool Templates	0	6	0	42	0	0	32	0	\$ 15,790
2.1.5	Import Data	0	0	0	100	0	100	0	0	\$ 25,000
2.2	System Interfaces									\$ 103,220
2.2.1	System Interface Workshop	0	24	0	32	32	0	32	0	\$ 27,240
2.2.2	Draft Functional and Technical Specifications	0	0	0	16	40	40	4	0	\$ 17,380
2.2.3	Final Functional and Technical Specifications	0	0	0	0	8	2	0	0	\$ 2,200
2.2.4	Develop and Test Interfaces	0	0	0	16	80	240	0	0	\$ 46,400
2.2.5	Interface Revisions	0	0	0	4	8	40	0	0	\$ 6,600
2.2.6	Monitor Interfaces	0	0	0	4	8	8	0	0	\$ 3,400
2.3	Reports									\$ 86,940
2.3.1	Reports Workshop	0	40	0	40	0	40	40	0	\$ 30,800
2.3.2	Draft Functional and Technical Specifications	0	3	0	24	32	40	8	0	\$ 18,385

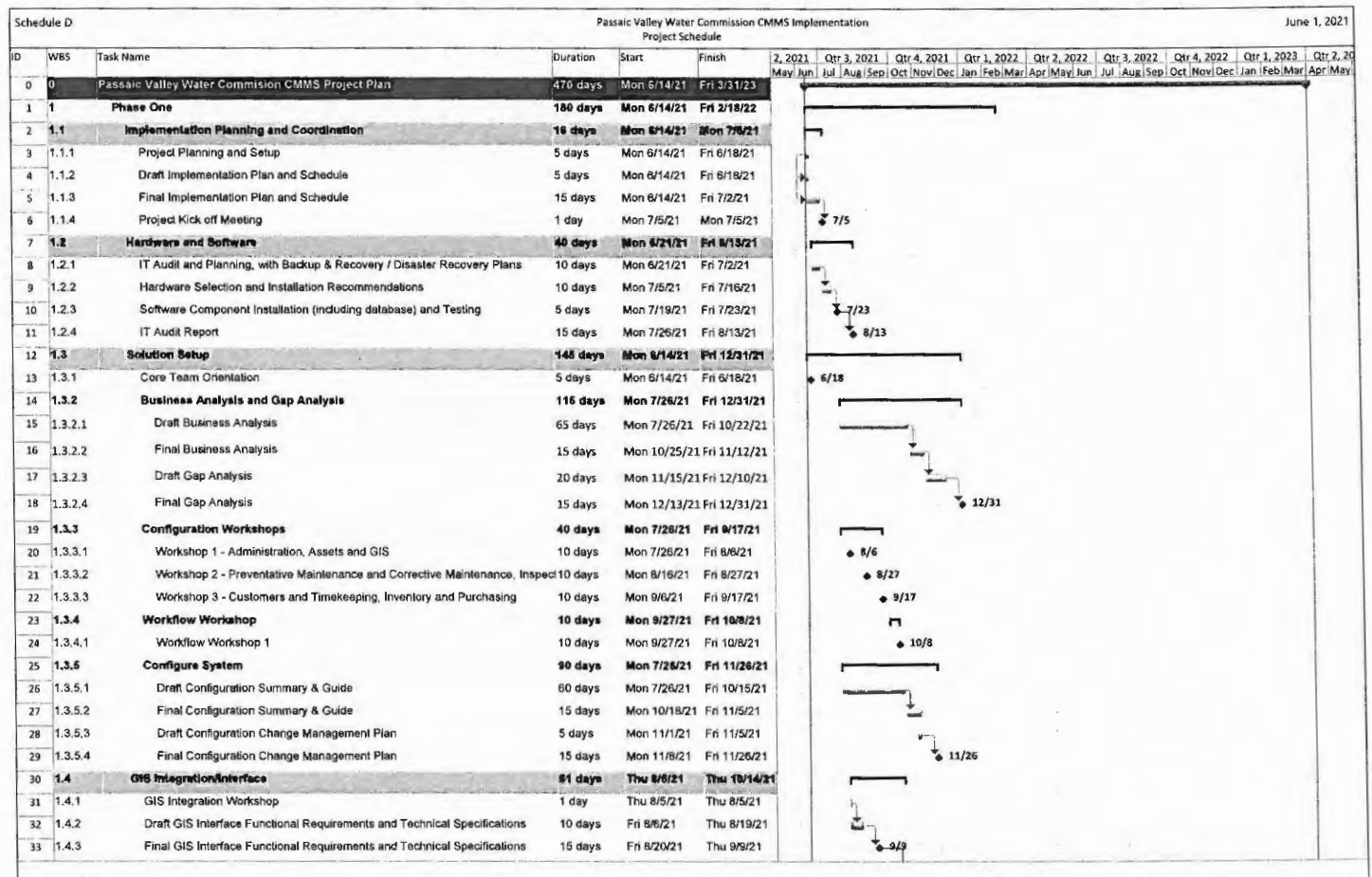
PASSAIC VALLEY WATER COMMISSION

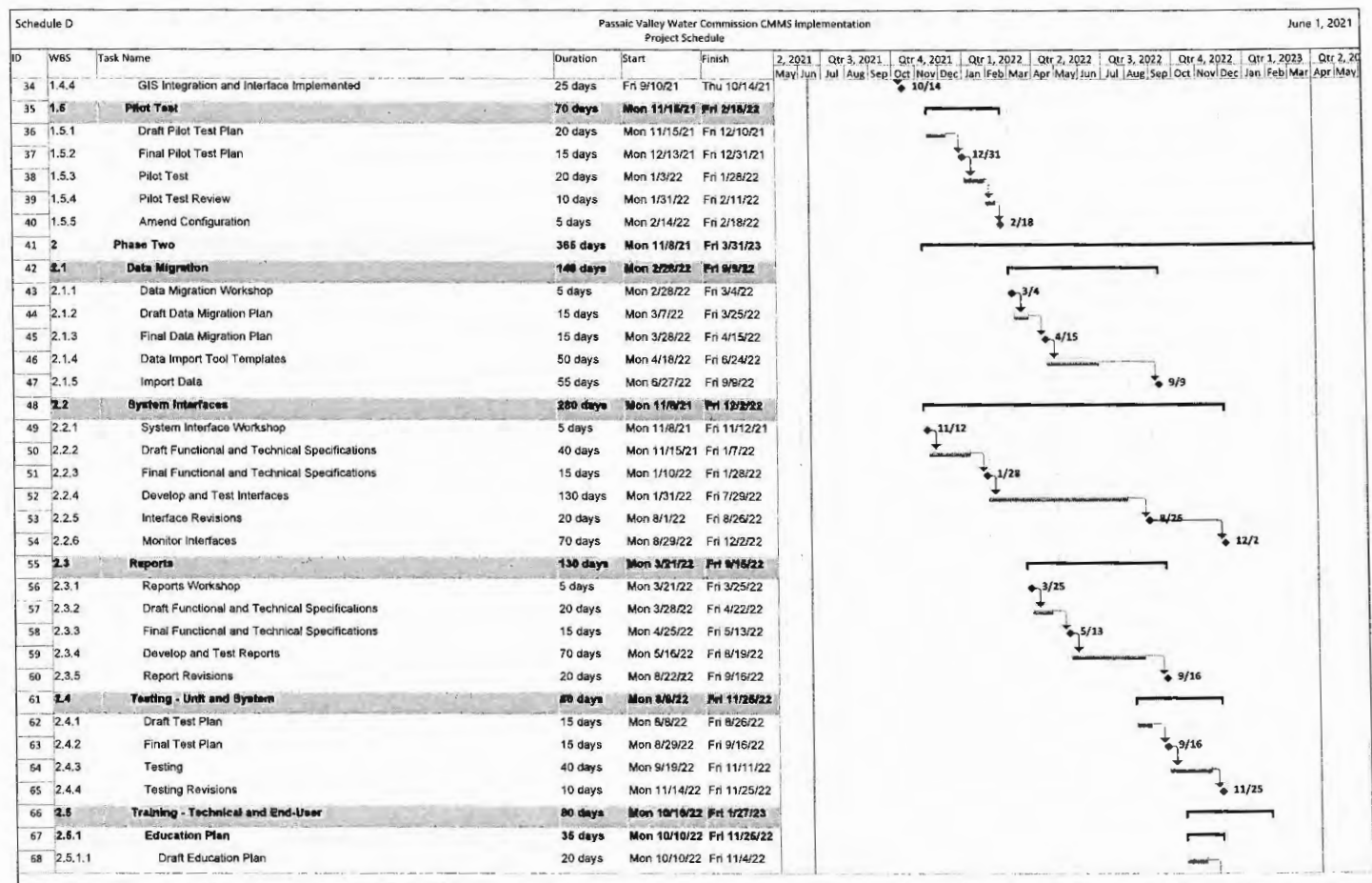
CONTRACT 20-C-1

COMPETITIVE CONTRACTING PROCUREMENT OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

Schedule C - Payment Schedule
Computerized Maintenance Management System (CMMS)
Passaic Valley Water Commission (PVWC)
June 1, 2021

WBS	Task	Services	Milestone \$	Invoice Amount	Retainer (10%)
1	Phase One				
1.1	Implementation Planning and Coordination				
1.1.1	Project Planning and Setup	\$ 2,200			
1.1.2	Draft Implementation Plan and Schedule	\$ 2,500			
1.1.3	Final Implementation Plan and Schedule	\$ 1,400			
1.1.4	Project Kick off Meeting	\$ 10,160	\$ 16,260	\$ 14,634	\$ 1,626
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.2	Hardware and Software				
1.2.1	IT Audit and Planning, with Backup & Recovery / Disaster Recovery Plans	\$ 19,350			
1.2.2	Hardware Selection and Installation Recommendations	\$ 740			
1.2.3	Software Component Installation (including database) and Testing	\$ 2,000			
1.2.4	IT Audit Report	\$ 800	\$ 22,890	\$ 20,601	\$ 2,289
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.3	Solution Setup				
1.3.1	Core Team Orientation	\$ 6,700	\$ 6,700	\$ 6,030	\$ 670
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.3.2	Business Analysis and Gap Analysis				
1.3.2.1	Draft Business Analysis	\$ 11,820			
1.3.2.2	Final Business Analysis	\$ 3,840			
1.3.2.3	Draft Gap Analysis	\$ 17,820			
1.3.2.4	Final Gap Analysis	\$ 3,840	\$ 37,320	\$ 33,588	\$ 3,732
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.3.3	Configuration Workshops				
1.3.3.1	Workshop 1 - Overview, Accounts and Asset Definitions	\$ 27,830	\$ 27,830	\$ 25,047	\$ 2,783
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.3.3.2	Workshop 2 - Assets and GIS	\$ 30,510	\$ 30,510	\$ 27,459	\$ 3,051
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.3.3.3	Workshop 3 - Administration and Resources	\$ 30,510	\$ 30,510	\$ 27,459	\$ 3,051
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.3.4	Workflow Workshops				
1.3.4.1	Workflow Workshop 1	\$ 30,510	\$ 30,510	\$ 27,459	\$ 3,051
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.3.5	Configure System				
1.3.5.1	Draft Configuration Summary & Guide	\$ 10,400			
1.3.5.2	Final Configuration Summary & Guide	\$ 2,300			
1.3.5.3	Draft Configuration Change Management Plan	\$ 2,300			
1.3.5.4	Final Configuration Change Management Plan	\$ 1,150	\$ 16,150	\$ 14,535	\$ 1,615
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.4	GIS Integration/Interface				
1.4.1	GIS Integration Workshop	\$ 2,680			
1.4.2	Draft GIS Interface Functional Requirements and Technical Specifications	\$ 6,870			
1.4.3	Final GIS Interface Functional Requirements and Technical Specifications	\$ 6,550	\$ 16,100	\$ 14,490	\$ 1,610
1.4.4	GIS Integration and Interface Implemented	\$ 6,320	\$ 6,320	\$ 5,688	\$ 632
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
1.5	Pilot Test				
1.5.1	Draft Pilot Test Plan	\$ 21,440			
1.5.2	Final Pilot Test Plan	\$ 5,910	\$ 27,350	\$ 24,615	\$ 2,735
1.5.3	Pilot Test	\$ 26,800			
1.5.4	Pilot Test Review	\$ 5,360			
1.5.5	Amend Configuration	\$ 12,480	\$ 44,640	\$ 40,176	\$ 4,464
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
2	Phase Two				
2.1	Data Migration				
2.1.1	Data Migration Workshop	\$ 10,720	\$ 10,720	\$ 9,648	\$ 1,072
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
2.1.2	Draft Data Migration Plan	\$ 10,435			
2.1.3	Final Data Migration Plan	\$ 4,605	\$ 15,040	\$ 13,536	\$ 1,504
	Project Management	\$ 5,250	\$ 5,250	\$ 4,725	\$ 525
2.1.4	Data Import Tool Templates	\$ 15,790			





[illegible]

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

**COMPETITIVE CONTRACTING PROCUREMENT OF
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
AND RELATED PROFESSIONAL SERVICES**

EXHIBIT B

SCHEDULE E – PROJECT RESOURCES RATE SCHEDULE

PASSAIC VALLEY WATER COMMISSION

CONTRACT 20-C-1

COMPETITIVE CONTRACTING PROCUREMENT OF

Exhibit E – Project Resource Rate Schedule

The following table includes the I Team's resource rate schedule for PVWC's CMMS implementation project. These rates are used for the project's existing scope of services and are to be used should PVWC need to authorize the project's contingency budgets. The table lists the I Team members and their anticipated services and hourly rates. Rates include expenses.

Name and Project Role	Services	Hourly Rate
Craig Payne (Cardno) – Project Manager, Analyst	• Project Management • Configuration • Testing • Training • Documentation • General Consulting	\$275
Rick Bowers (Cardno) - Analyst	• Configuration • Testing • Training • Documentation • General Consulting	\$250
Tanya Camacho (Cardno) - Analyst	• Configuration • Testing • Training • Documentation • General Consulting	\$150
Joel Carter (Cardno) – Senior Application Developer	• System Integration • Technical Support • Application Development • Documentation • Software Upgrade Support	\$ 250
Solomon Northrop (Cardno) – Application Developer	• Application Development • Report Development • Documentation	\$ 100
Ryan Sullivan (CentralSquare) – Functional/Technical Architect	• Configuration • Testing • Training • Documentation • General Consulting	\$ 245
Jason Swain (CentralSquare) – IT Infrastructure Analyst/Software Installer	• IT Audit • Software Installation	\$ 125

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Cardno Inc. (CMMS)

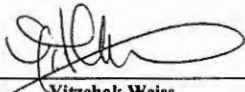
Amount of Project or Contract: \$ 1,440,685.00

1. Acct: # 001-0901-419-95-07 Capital / Computers & Software

Specific Appropriation to which expenditures will be charged: Capital Budget
2021,2022,2023

Other comments: Three Year (3yr) Contract Commencing: June 2021
Computerized Maintenance Management System (CMMS)

Date of Certification: 06/02/2021 Certified: \$ 1,440,685.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

**RESOLUTION # 21-63
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE
SERVICES) SOLICITED THROUGH THE FAIR AND OPEN PROCESS,
YEAR 2021, FOR LEGAL AND RELATED SERVICES**

DATE OF ADOPTION: June 9, 2021

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

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Legal and Related Services (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) listed on the attached Exhibit A [the "Awardee(s)"] was/were, determined to be professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received on Thursday, May 20, 2021 for the Project [hereinafter the "Response(s)"]; and

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

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

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

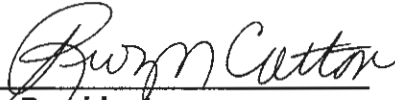
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

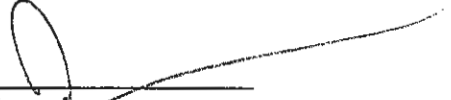
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

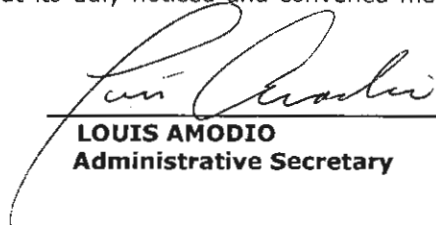


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT A

AWARDEES

RFP AWARDS FOR 2021-2022

**1. Professional Legal Service For Review of Proposed Land Use and Related Matters
Project No. 21-P-1**

Waters, McPherson, Mc Neill, P.C.

**2. Professional Services For Property and Easement Valuations and Related Services
(Accredited Real Estate Appraisal Firms), Project No. 21-P-4**

Sterling DiSanto & Associates, LLC

3. Professional Bond Counsel Services, Project No. 21-P-5

Gluck Walrath, LLP

**4. Professional Services for Arbitrage Calculation, Including Post-Issuance Tax Law
Compliance, Project 21-P-6**

PFM Asset Management LLC

**5. Professional Legal Services Related to Loss Prevention, Insurance, Personal Injury
Defense & Related Matters, Project 21-P-10**

- a. Bio & Laracca, PC
- b. Buglione, Hutton & DeYoe, LLC
- c. Dwyer Connell & Lisbona
- d. Law Offices of Matthew T. Priore

**6. Professional Legal Services for Bankruptcy Matters & Other Related Matters,
Project 21-P-13**

Pashman Stein Walder Hayden, P.C.

**7. Professional Legal Services Related to Employment Law/Personnel Issues and Other
Related or Miscellaneous Legal Matters, Project 21-P-16**

- a. Eric M. Bernstein & Associates, LLC
- b. Cleary Giacobbe Alfieri Jacobs, LLC

**8. Special Counsel Services: Litigation, Contracts & Regulatory, Legislative & Policy
Matters, Project No. 21-P-18**

- a. Weber Dowd Law LLC
- b. Waters McPherson McNeill PC

**9. Professional Legal Services - Hearing Officer for Personnel Issues, Project No. 21-P-
19**

Joseph F. Scancarella

**10. Professional Legal Services Related to Contractual Matters, Miscellaneous Litigation,
and Other Related Matters, Project No. 21-P-22**

- a. Waters, McPherson, Mc Neill, P.C.
- b. Weber Dowd Law LLC

11. Professional Legal Services for Real Property Tax Appeals & Related Issues, Project No. 21-P-23

Waters, McPherson, Mc Neill, P.C.

12. Professional Services: Complex Litigation, Contracts, Regulatory Legislative & Policy & Related Matters, Project No. 21-P-55

Weber Dowd Law LLC

13. Special Labor Counsel for Investigations, Project No. 21-P-72

Cleary Giacobbe Alfieri Jacobs, LLC

**RESOLUTION # 21-64
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZING THE SALE OF ITS SURPLUS PERSONAL PROPERTY
NO LONGER NEEDED FOR PUBLIC USE ON AN
ON-LINE AUCTION WEBSITE**

DATE OF ADOPTION: June 9, 2021

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, Passaic Valley Water Commission ("PVWC") is the owner of certain miscellaneous materials, vehicles, and equipment ("Surplus Personal Property") which PVWC has determined are no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of Surplus Personal Property no longer needed for public use through the use of an on-line auction service; and

WHEREAS, a copy of a memorandum dated May 27, 2021 from the Director of Purchasing recommending the auction is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Business Administrator has reviewed the above-referenced memorandum and proposed auction and concur with the Director of Purchasing's recommendations, and

WHEREAS, in accordance with N.J.S.A. 40A:11-36, a Public Notice (legal newspaper advertisement) informing the public as to the nature of the Surplus Personal Property being sold and how to obtain more information on the sale, will be published (and placed on PVWC's website), within the required time frames, and a copy of the Public Notice (with a general description of the Surplus Personal Property to be included in the auction) is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, pursuant to the Passaic County Cooperative Contract, PVWC will utilize the on-line services of GovDeals, Inc., 100 Capitol

Commerce Blvd., Montgomery, AL 36117, Phone: (866) 377-1494; Fax: (334) 387-0519 located at www.GovDeals.com for conducting the sales; and

WHEREAS, the terms and conditions of the agreement entered into between GovDeals and PVWC, along with the agreed-to compensation to GovDeals, are available at www.GovDeals.com and a copy of the said agreement is on file and available for inspection at the office of the Administrative Secretary of PVWC; and

WHEREAS, the scheduled date and time for the auction, with items and/or groups of items as applicable, shall be as set forth in the Public Notice; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, sales shall be held not less than seven (7) days, nor more than fourteen (14) days after the latest publication of the Public Notice; and

WHEREAS, all sales will be made to the highest bidder, all sales shall be final, and all Surplus Personal Property will be sold "As Is-Where Is", free from any guarantee or warranty; and

WHEREAS, all Surplus Personal Property purchased will be required to be removed by the successful bidder(s) from PVWC's premises within ten (10) business days of the close of the auction, and any and all Surplus Personal Property not sold at the auction (or removed by the successful bidders within the stipulated time frame) shall subsequently be properly disposed of by PVWC personnel; and

WHEREAS, within the parameters established by the governing law, PVWC reserves the right to accept or reject any or all bids;

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

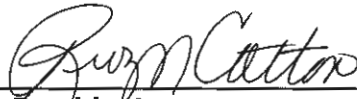
1. PVWC is hereby authorized to sell the Surplus Personal Property as generally described and set forth in the Public Notice attached hereto as Exhibit B, utilizing the on-line auction website entitled www.GovDeals.com.

2. That the Public Notice attached hereto as Exhibit B shall be placed on PVWC's website and published in a newspaper circulating in the member municipalities of PVWC no earlier than seven (7) days nor no later than fourteen (14) days prior to said sale.
3. That the appropriate officials and employees of the Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith.

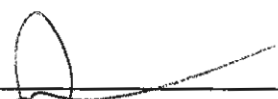
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> X </u>	—	—	—
DEPADUA, C.	<u> X </u>	—	—	—
VAN RENSALIER, R.	<u> X </u>	—	—	—
SANCHEZ, R.	<u> X </u>	—	—	—
KOLODZIEJ, J.	<u> X </u>	—	—	—
LEVINE, J.	<u> X </u>	—	—	—
COTTON, R.	<u> X </u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

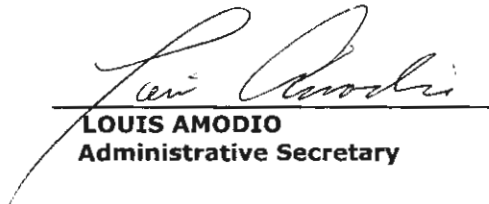


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR
PUBLIC USE ON AN ON-LINE AUCTION WEBSITE

DIRECTOR OF PURCHASING'S MEMORANDUM DATED May 27, 2021

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: May 27, 2021
To: Hon. Commissioners
From: Gregg Lucianin
cc: L. Amodio
Y. Brisman
Y. Weiss
Re: Online Auction of Surplus Property

This is a request for approval to proceed with a contract with GovDeals.com to auction Passaic Valley Water Commission's surplus vehicles and equipment, most of which is stored at the 1525 Main Avenue parking lot.

GovDeals has been awarded a cooperative contract from the Passaic County Government and Passaic Valley Water Commission is registered with the Passaic County CoOp.

A list of the surplus goods is attached to a resolution for the Board's action.

Respectfully Submitted,

Gregg Lucianin
Purchasing Agent

PASSAIC VALLEY WATER COMMISSION

**SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR
PUBLIC USE
ON AN ON-LINE AUCTION WEBSITE**

**FORM OF PUBLIC NOTICE AND SCHEDULE OF SURPLUS PERSONAL PROPERTY
INCLUDED IN THE AUCTION**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
PUBLIC NOTICE**

**SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR
PUBLIC USE ON AN ON-LINE AUCTION WEBSITE**

NOTICE IS HEREBY GIVEN THAT Passaic Valley Water Commission (PVWC) will sell at an on-line Public Auction, "as is", and "where is"; and free from any guarantee or warranty; its materials, vehicles, and equipment (referred to herein as "Surplus Personal Property" and/or "Items") as generally described on the attached "Schedule of Surplus Personal Property".

The on-line Public Auction will commence on Monday, June 14, 2021 and shall end on Thursday, June 24, 2021.

Additional details of the auction can be found at www.govdeals.com. All bidders are required to electronically register for bidding on this website. All bidders participating in this auction agree that they have read and fully understood the terms and conditions outlined on the website and agree to be bound thereby.

Items may be previewed by the public prior to sale. There will be a non-mandatory pre-auction meeting at PVWC's Main Offices located at 1525 Main Avenue, Clifton, NJ on Thursday, June 17, 2021 at 10:00 a.m. and Tuesday, June 22, 2021 at 2:00 p.m. Representatives of PVWC will on hand to coordinate previews of Items.

The sale(s) will be made to the highest bidder(s); however, within the parameters established by the governing law, PVWC reserves the right to accept or reject any or all bids. All sales are final.

The successful bidder shall pay the full bid price by wire transfer, cashier's check or money order to GovDeals prior to taking possession of the Items purchased. The successful bidder shall take any and all action necessary to remove from the Premises, within ten (10) business days from the completion and close of the auction, and at its own cost and expense, all Items purchased. The successful bidder will be responsible for any damage it causes in removing said Items.

Passaic Valley Water Commission

Louis Amodio
Administrative Secretary

Gregg Lucianin
Purchasing Agent

For Sale at Auction

VEHICLES

Year	Make	Model	VIN	Miles
2004	Jeep	Liberty	j4GL48KO4W276498	162k
1997	Ford	E-150 Van	2FMEE1123VHB40139	125k
1987	Ford	F-700 Flatbed	1FDXT74A6HVAO6431	65k
2001	GMC	3500HD	3GDKC34F81M104665	98k
2001	Dodge	Ram 2500	3B7KF26Z41M549045	175k
2001	Dodge	Dump 3500	3B6MF36681M565533	117k
2004	Jeep	Liberty	1J4GL48K74W276482	94k
2001	Dodge	Ram 2500	3b7kf26671m571448	73k
2001	Chevy	Impala	2g1wf55e519306637	116k
1984	Dodge	Ram 350	1B7KW34W8ES34453	111k

GATORS

JD Gator HPX Gas

MISC EQUIPMENT

2010±	Utility Salter	Class 3 hitch, 12 Volt
2000±	Flail Mower	Hydraulic
2010±	Billy Goat Vacuum	Gas

COMPUTERS

Assorted network devices
3 Tremball GPS units

RESOLUTION#21-65
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JUNE 9, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JEFF LEVINE**

WHEREAS, Per- and polyfluoroalkyl substances ("PFAS") is a family of chemicals believed to cause adverse health consequences in those who are exposed to it in drinking water and various consumer products; and

WHEREAS, Passaic Valley Water Commission ("PVWC") has received a proposal from the law firm of Wilentz, Goldman & Spitzer, P.A. ("the Firm"), for legal services related to PFAS polluters; and

WHEREAS, the firm is desirous of potentially representing PVWC in a class action law suit against polluters to help recover costs associated with removing PFAS from drinking water; and

WHEREAS, the firm has provided PVWC with an agreement (the "Retainer Agreement") for services, herein attached as Attachment "A"; and

WHEREAS, there shall be no costs to PVWC unless the firm negotiates a settlement, judgement, or resolution in PVWC's favor.

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

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

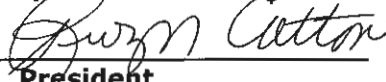
1. That PVWC hereby enters into an agreement in accordance with the terms outlines in the Retainer Agreement; and
2. That the Law Department is hereby authorized and directed to execute the Retainer Agreement hereby awarded to the Firm and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

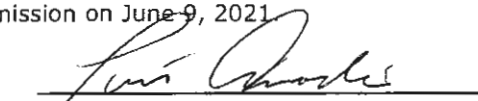


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

RESOLUTION#21-65
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JUNE 9, 2021

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

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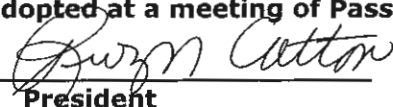
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DEPADUA, C.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
COTTON, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

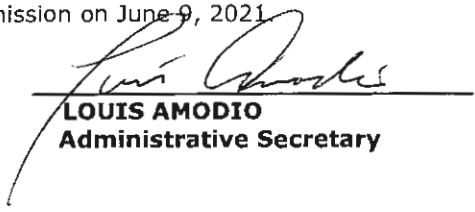


Secretary
JEFFREY LEVINE

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LOUIS AMODIO
Administrative Secretary