

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 21, 2020

NUMBER 166-2020

TITLE:

A RESOLUTION AUTHORIZING THE CONTRACT OF SURVEILLANCE CAMERAS UNDER THE NEW JERSEY STATE CONTRACT N0483-NASPO-VALUEPOINT COMPUTER FOR THE CITY OF ORANGE POLICE DEPARTMENT WITH LET'S THINK WIRELESS, LLC. AKA LTW, LOCATED AT 26 CHAPIN ROAD, SUITE 112, P.O.BOX 628, PINE BROOK, NEW JERSEY 07058, FOR THE MAINTENANCE AND SUPPORT OF SURVEILLANCE CAMERAS COMMENCING ON JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 IN THE AMOUNT NOT TO EXCEED \$26,974.00.

WHEREAS, Let's Think Wireless, LLC. will provide maintenance for surveillance cameras for the Orange Police Department; and

WHEREAS, Let's Think Wireless, LLC. will provide support and maintenance of surveillance cameras for the contracted period of January 1, 2020 through December 31, 2020; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, certifying the funds are available under the appropriate account 0-01-25-240-000-510; and

WHEREAS, the City of Orange Township wishes to accept services for the maintenance and support of surveillance cameras for the Orange Police Department from Let's Think Wireless, LLC. 26 Chapin Road, Suite 112, P.O.B. 628, Pine Brook, New Jersey 07058; and

NOW, THEREFORE, BE IT RESOLVED THAT THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP hereby authorizes the contract with Let's Think Wireless for the maintenance and support of surveillance cameras commencing January 1, 2020 through December 31, 2020 in the amount not to exceed \$26,974.00.

ADOPTED:

Joyce Lanier
Municipal Clerk

Tency Eason
Council President

*Vaughn Parchment on behalf of
the City Attorney*

VP



CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2020 service contract, and the resolution presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2020 Budget, there will be sufficient funds to contract with:

Vendor Name: LTW - Let's Think Wireless

Address: 26 Chapin Road, Suite 1112
P.O. Box 628
City: Pine Brook
State: New Jersey
Zip Code: 07058


Purpose: Maintenance and Support of Surveillance Cameras

Vendor ID: LETS0010

Fund: Current Fund
Line Description OPD - Police - Equipmen Repair and Maintenance
Account Numbers(s): CY'20 0-01-25-240-000-510 \$ 26,974.00

Blanket PO#: 20-00705

Amount not to exceed: \$ 26,974.00

Division Head	Date
	3-18-2020
Chief Financial Officer	Date

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2020 service contract, and the resolution presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2020 Budget, there will be sufficient funds to contract with:

Vendor Name: Northeast Communications, Inc.

Address: 244 East Union Turnpike

City: Wharton

State: New Jersey

Zip Code: 07885

Purpose: Maintenance of Lights and Radios for Police Vehicles

Vendor ID: NORTH050

Fund: Current Fund

Line Description	OPD- Police - Equipment Repair & Maintenance	
Account Numbers(s):	CY'20 0-01-25-240-000-510	\$ 20,000.00

Blanket PO#: 20-00203

Amount not to exceed: \$ 20,000.00

Division Head

Date

Nile Clements

3-18-2020

Chief Financial Officer

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Let's Think Wireless, LLC		
	2 Business name/disregarded entity name, if different from above Same as above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 26 Chapin Road, Suite 1112, PO Box 628	Requester's name and address (optional)	
	6 City, state, and ZIP code Pine Brook, NJ 07058		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	5	-	2	2	2	6	7	9	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01-02-2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



LETTER OF AGREEMENT PRICE QUOTATION

Orange Police Department
Annual Support Contract
01/01/20 to 12/31/20

CLIENT NAME	Orange Police Department		
ADDRESS	29 Park St.		
CITY, STATE, ZIP	Orange, NJ 07050		
EXECUTIVE CONTACT	Det. Lamar Townes	PHONE	(973) 266-4111
EMAIL	lamar.towns@orangenjpolice.com	FAX	(973) 266-4398

RM	PJL
DATE	14-Apr-20
FAX	(973) 882-4563
EMAIL	plutz@ltw.com
<input type="checkbox"/>	NEW CLIENT
<input checked="" type="checkbox"/>	TAX EXEMPT

SCOPE OF WORK (Project Description)

The Maintenance and Support Contract for the Orange Police Department covers January 1, 2020 to December 31, 2020. It includes LTW Wireless Surveillance support and spare camera equipment, all of which are covered under NJ State Contract. (see NJ State Contract Info in bottom right box & attachments)

PRODUCTS (Equipment & Materials)	QUANTITY	PRICE	EXTENSION
Installation Materials:			
Panasonic 1080P, 30x Optical Zoom Camera (p/n: WV-X6531N)	1	\$ 3,941.25	\$ 3,941.25
Panasonic Gooseneck Wall Mount Bracket (p/n: PWM20GS)	1	\$ 101.25	\$ 101.25
Panasonic Pole Mount Adapter (p/n: PAPM6)	1	\$ 81.75	\$ 81.75
Panasonic POE+ Injector (p/n: PPOEP0101)	1	\$ 99.75	\$ 99.75
PRODUCT TOTAL:			\$ 4,224.00

PAYMENT TERMS:
The amount of this agreement is: \$26,974.00
PAYMENT DUE: Due Upon Receipt of Invoice.

SERVICES (Installation)

SERVICES (Installation)	QUANTITY	PRICE	EXTENSION
SERVICE TOTAL:			\$ -

COMMENTS:
Support does not include replacement costs for any materials or equipment not covered under warranty. This contract runs from 01/01/20 to 12/31/20.

SUPPORT (Maintenance/Warranty)

LTW Surveillance Network Support (01/01/20 - 12/31/20) (p/n: ST-SECLABOR) to be applied to all types of diagnostic, repair, installation and maintenance services, to include the identification, installation and testing of cabling, the installation and configuration of surveillance cameras, NVRs and VMS setup, termination of cabling, and adjusting Field of View (FOV) of cameras (applied to normal business hour response to service calls)	1	\$ 22,750.00	\$ 22,750.00
SUPPORT & SERVICE TOTAL:			\$ 22,750.00

NJ STATE CONTRACT INFO:
Both LTW & Panasonic are listed on NJ's njstart.gov/bsa/external/publicContracts.s do Active Contracts webpage under the M0483 - Computer Equipment, Peripherals & Related Services State Contract (Contract#: 89980, LTW Vendor ID: V00010722). LTW is an Authorized Reseller under Panasonic's Contract# MNWNC-124, NASPO ValuePoint Computer Hardware contract (Contract#: MNWNC-124), which is directly affiliated w/ the M0483 NJ State Contract referenced above. Contract was extended until July 31, 2021 (Please see attached M0483 Change Order 7 Extension 4 032020~3 document)

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled. This price quotation is valid for 30 days from the date listed above.

ORDER AUTHORIZATION

My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions Master Agreement. This Agreement governs the purchase of Products and Services by Client from LTW and takes effect on the date the Letter of Agreement has been signed.

X _____
 Client Authorization Date

X _____
 LTW Authorization Date

PRODUCTS:	\$ 4,224.00
SERVICES:	\$ -
SUPPORT:	\$ 22,750.00
SUBTOTAL:	\$ 26,974.00
SALES TAX:	\$ -
MOBILIZATION EXPENSES:	\$ -
SHIPPING & HANDLING:	\$ -
TOTAL:	\$ 26,974.00

LTW, LLC
 26 CHAPIN ROAD, SUITE 1112, P.O. BOX 628, PINE BROOK, NEW JERSEY 07058
 OFFICE (973) 882-3982
 FAX (973) 882-4563
 www.LTW.com



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

CHANGE ORDER #07
M-0483
Extension #04

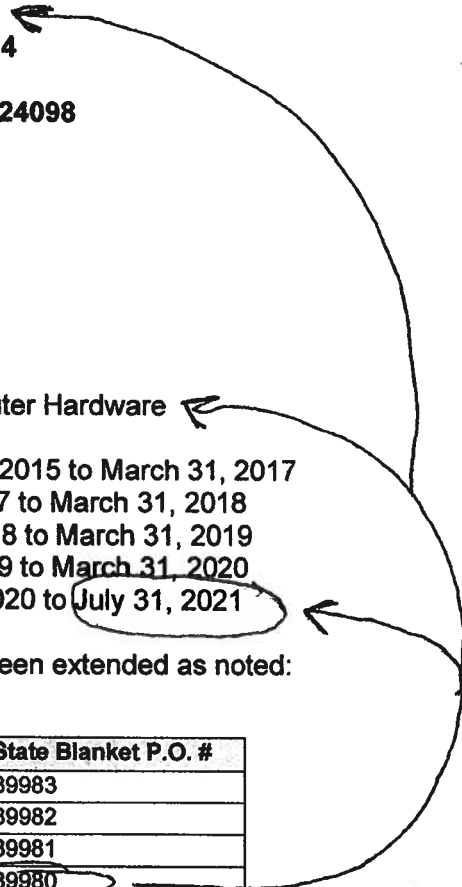
SOLICITATION # 24098

TO: All Using Agencies
DATE: March 20, 2020
FROM: Joe Woodside
Procurement Bureau
SUBJECT: NASPO ValuePoint Computer Hardware
CONTRACT PERIOD: Original Term: October 1, 2015 to March 31, 2017
1st Extension: April 1, 2017 to March 31, 2018
2nd Extension: April 1, 2018 to March 31, 2019
3rd Extension: April 1, 2019 to March 31, 2020
This Extension: April 1, 2020 to July 31, 2021

Please be advised that Blanket P.O.s on M0483 has been extended as noted:

Vendor	State Blanket P.O. #
Axellio, Inc.	89983
Transource Services Corp.	89982
Pure Storage, Inc.	89981
Panasonic	89980
NetApp Inc.	89977
Howard Technology Solutions	89976
Hitachi Data Systems Corporation	89975
HP Inc.	89974
Fujitsu America, Inc.	89972
EMC Corporation	89968
CISCO Systems	89966
Ace Technology Partners, LLC	89964
Oracle America Inc.	42967
Microsoft Corporation	40166

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Lenovo US	40121
Hewlett Packard Enterprise Company	40116
IBM Corporation	40047
ByteSpeed, LLC	18-TELE-00374
Dell Marketing L.P.	19-TELE-00656

All prices, terms and conditions will remain unchanged.

Please file a copy of this Change Order with your Notice of Award for future reference.

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 284
TRENTON, NJ 08646-0284

TAXPAYER NAME:

LET'S THINK WIRELESS, LLC

TRADE NAME:

ADDRESS:

26 CHAPIN RD SUITE 1112

PINE BROOK, NJ 07059

EFFECTIVE DATE:

04/30/04

SEQUENCE NUMBER:

058043

ISSUANCE DATE:

09/11/17

FORM BRG

James J. Fruscione
Director
New Jersey Division of Revenue

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Let's Think Wireless, LLC (Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Kerry Coley	
Donna K. Williams	
Tency A. Eason	
Christopher G. Jackson	
Harold J. Johnson, Jr.	
Jamie Summers-Johnson	
Adrienne Wooten	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Craig Lerman	5 Langtree Dr. Livingston, NJ 07039

Part 3 - Signature and Attestation:

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

Name of Business Entity: Let's Think Wireless, LLC

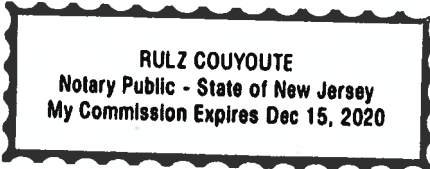
Signed: [Signature] Title: President & CEO

Print Name: Craig Lerman Date: 1/10/2020

Subscribed and sworn before me the 10th day of January, 2020, 2006.

[Signature] (Affiant)
Craig Lerman President & CEO
(Print name & title of affiant) (Corporate Seal)

My Commission expires:



BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# MAINTENANCE AGREEMENT

BETWEEN

LET'S THINK WIRELESS, LLC  
("LTW")

AND

CITY OF ORANGE POLICE DEPARTMENT, NEW JERSEY  
("CLIENT")

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This Maintenance Agreement (the "Agreement") is made and entered into as of January 1, 2020 by and between Let's Think Wireless, LLC ("LTW"), a Nevada limited liability company with its principal place of business at 26 Chapin Road, Suite 1112, PO Box 628, Pine Brook, NJ 07058 and the City of Orange Police Department ("Client"), a Municipal Corporation with its principal place of operation at 29 Day Street, City of Orange, NJ 07050.

- 1. Term** Unless earlier terminated in accordance with the termination provisions herein, this Agreement shall terminate one year from the date first written above.
- 2. Maintenance Service and Support** LTW will provide maintenance service and support as set forth in Schedule M attached hereto and based on Client's election to receive Tier 2 Support, as described in Schedule M. LTW's maintenance service and support pursuant to this Agreement is limited to the system (the "System"), which is described in Schedule N attached hereto and is comprised of the equipment listed on Schedule N (the "Equipment"), and covers only (i) labor (inclusive of diagnostic time), and (ii) Equipment that was provided by LTW and is covered under a manufacturer's warranty, either original or extended, at the time of service. All other services are not covered and are specifically excluded from this Agreement, as further described in Schedule O attached hereto.
- 3. Time and Materials Service** Any service work undertaken by LTW that is not covered under Schedule O within this Agreement will be billed on a time and materials basis at the rates and on the terms provided for in Exhibit A attached hereto. By executing this Agreement, Client is deemed to have executed LTW's Service Authorization form, which is attached hereto as Exhibit A, as of the date of this Agreement.
- 4. Fees and Payment Terms** Fees are as provided in Schedule P attached hereto and in accordance with Client's election to receive Tier 2 Support. Fees are due and payable immediately upon execution of this Agreement. Client is responsible for any sales, use, excise or comparable taxes.

## **5. Client Obligations**

**5.1 Physical Environment** Client agrees to maintain any and all electrical and physical environments in accordance with System specifications and Equipment specifications.

**5.2 Precautions** Client acknowledges that Client is responsible for all administrative functions with respect to the System and Client agrees to use commercially reasonable efforts to take standard precautions in accordance with generally accepted industry standards of care with regard to Client facilities, virus protection, network security, file back-ups and similar matters related to the System.

**5.3 Access** Client agrees to provide LTW with remote access to System via VPN or otherwise, as well as physical access to building facilities. Remote access may be provided at all times or on an as-scheduled basis. However, on-site visits will not be substituted for remote access if remote access is not available.

**5.4 Software Support/Licenses** Client represents and warrants that all software applications associated with the System are covered under support contracts and have valid licenses throughout the term of this Agreement.

**5.5 Authorized Contacts** Client agrees to provide LTW with a list of Client personnel who are authorized to request services pursuant to this Agreement.

**5.6 Field Support** Client agrees to provide 1<sup>st</sup> line of on-site support for any troubleshooting LTW deems necessary in connection with this Agreement.

**5.7 Network Monitoring Software** Client agrees to install, or represents that it has in operational status, network monitoring software acceptable to LTW and to provide for alerts regarding network equipment failures to be sent to LTW.

## **6. LTW Obligations**

**6.1 Service Standard** LTW will provide maintenance service and support pursuant to Section 2 hereof in a professional and workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence and will use commercially reasonable efforts to maintain the System in reasonably satisfactory operating condition, provided, however, that LTW makes no guarantee that it can, or will, maintain the System at all times at full operational status.

**6.2 Service Tracking** LTW will be responsible for logging, scheduling resources, and communicating status reports for all service calls covered by this Agreement.

**6.3 Service Access** LTW will provide access to Client for initiating service calls covered by this Agreement via e-mail on a 24/7 basis at [support@ltw.com](mailto:support@ltw.com) and by telephone between the hours of 8am and 5pm on any day on which LTW is open for business (a "Business Day") at 973-882-9885, Option 2.

- 7. Termination for Cause** If either party breaches any of its obligations under this Agreement in any material respect and the breach is not substantially cured within the cure period specified below, then the other party may terminate this Agreement, without penalty, by giving written notice to the breaching party at any time before the breach is substantially cured. With respect to Client's payment obligations, the cure period shall be 90 days after receipt of LTW's written notice of non-payment. With respect to all other obligations under this Agreement, the cure period shall be 90 days after receipt of written notice describing the breach, unless further extended by a written agreement between the parties. If Client terminates the Agreement due to a material LTW breach and failure to cure within 90 days, Client shall be liable only for amounts owed to LTW to the date of termination. In the event of Client's material breach of this Agreement, LTW may suspend performance of all services hereunder until the breach is cured. In addition, LTW may terminate this Agreement if a third party services the System or any Equipment, in which case all payments made by Client pursuant to this Agreement shall be forfeited as liquidated damages.
- 8. Termination:** Either party may terminate this Agreement, without cause and for any reason, with 45 days written notice to the other party.
- 9. Force Majeure** Notwithstanding anything to the contrary herein, LTW shall not be liable or be considered in breach of this Agreement due to causes beyond its control, including any natural calamity, act of God, earthquake, flood, fire, lightning wind, act of a public enemy, act of military, civil or regulatory authority, terrorism, riot, insurrection, embargo, sabotage, third-party labor dispute, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care (each, a "Force Majeure").
- 10. Confidentiality** Other than as excluded below, all information disclosed by one party to the other in connection with this Agreement shall be treated as "Confidential Information". Each party agrees to hold the other party's Confidential Information in strictest confidence, using the standard of care it uses to protect its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such Confidential Information to third parties or to use such information for any purpose whatsoever, except to perform its obligations under this Agreement, and to advise its employees, agents and representatives of their obligations to keep such information confidential. Each party's Confidential Information shall not include information that (i) at the time of its disclosure, or



thereafter, becomes publicly known through means other than a breach of this Agreement, (ii) was known by the other party at the time of its disclosure without any obligation of confidentiality, (iii) is independently developed by the other party, or (iv) is subsequently learned from a third party not under a confidentiality obligation. This Agreement does not transfer to either party any title to or ownership rights in the other party's Confidential Information.

- 11. Nonexclusive License** LTW is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to access and use Client's network, routers, switches, computers, communication lines and other equipment, hardware, software, or data used in the Client's business ("Client Technology") solely for the purposes of providing the services contemplated by this Agreement.
- 12. Disclaimer** Except as specifically stated in this Agreement, LTW makes no representations or warranties, oral or written, express or implied, including, without limitation, any warranty of merchantability, suitability or fitness for a particular purpose, noninfringement, title, condition or conformity to any representation or description.
- 13. Indemnification** Each party (the "Liable Party") shall, at its sole expense, defend (through attorneys selected by or reasonably acceptable to the other party), indemnify, and hold harmless the other party and any of its parents, affiliates, officers, employees and agents from any and all third-party claims, lawsuits, actions, demands, losses or causes of actions, damages, benefits, judgments, settlements, costs, expenses, taxes, contributions, penalties or fines ("Losses") arising from (i) any negligent act or omission or willful misconduct on the part of the Liable Party (and/or its employees and/or any person or entity acting on the Liable Party's behalf); or (ii) any injuries or death to the other party's personnel, or any damage to the other party's property, arising in connection with this Agreement, except as may result from the gross negligence or willful misconduct of the other party or its employees or agents. In addition, Client shall, at its sole expense, defend (through attorneys selected by or reasonably acceptable to LTW), indemnify, and hold harmless LTW and any of its parents, affiliates, officers, employees and agents from any and all Losses arising from (i) the occurrence or nonoccurrence of any event alleged to be proximately caused by the failure of any Client Technology; (ii) any claim that the Client Technology, including the use of Client Technology by LTW, infringes any third party patent, trademark, copyright or other right; or (iii) any claim based on LTW compliance with Client's designs, specifications or instructions, or modification of any products by parties other than LTW, or use in combination with other products.

- 14. Limitations of Liability** Neither party will be liable for any indirect, special, incidental, exemplary, punitive, or consequential damages of any kind or nature. In no event shall Client's cumulative recovery from LTW for any and all claims exceed the total of all amounts actually paid by Client to LTW under this Agreement.
- 15. Insurance** LTW and Client, respectively, shall be responsible, at their own cost and expense, for maintaining in effect general liability insurance (insuring against claims, demands or actions arising out of or in relation to this Agreement) in which the limit of liability is \$1,000,000 for any one occurrence. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.
- 16. Assumption of Risk** Client understands and acknowledges that in the normal course of business a substantial risk exists that unauthorized persons or entities may, among other things, gain access to, attach and/or impair the confidentiality, integrity, availability and/or operability of the Client Technology, including misappropriation, alteration, disabling or erasure of Client Technology, and/or other actions that could temporarily or permanently cause damage to all or part of the Client Technology and/or business operations resulting in economic harm to Client. Client understands, acknowledges, accepts, and assumes the risk that events such as those described above may occur notwithstanding that LTW has used reasonable efforts to provide services in a professional, workmanlike manner.
- 17. No Hiring** Client agrees not to solicit, make offer of employment, or hire in any capacity, either directly or indirectly, or enter into any consulting relationships or agreements with, any LTW personnel associated with this Agreement during the term of this Agreement and for a period of one (1) year thereafter.
- 18. Independent Contractor** LTW, its personnel, agents, subcontractors and independent contractors are not employees or agents of Client and are acting as independent contractors with respect to Client. Neither party is, nor shall be considered to be, an agent, distributor, partner, joint venturer or representative of the other party for any purpose, and neither party shall have the authority to act on behalf of, or in the name of, or to bind the other party in any manner whatsoever.
- 19. Entire Agreement; Modifications** This Agreement, which includes and incorporates all schedules and attachments hereto, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings and all other proposals, letters, quotes, communications and agreements, oral or written, with respect to the subject matter hereof. The parties further agree that there are no other inducements, warranties, representations or agreements between the parties regarding the matters herein except as expressly set forth in this Agreement. In the event of any conflict between this Agreement and any sales quote or purchase order, this Agreement shall control.

Further, LTW specifically objects to any additional terms being added through a purchase order or similar document. If a purchase order is required by Client, the parties agree that any additional terms contained therein shall not become part of the agreement between the parties and specifically that the terms of this Agreement shall supersede any and all terms in any purchase order. This Agreement may not be modified, amended or altered in any manner except by a written agreement signed by both parties.

- 20. Parties in Interest; Assignment** This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its rights or delegate its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, provided that LTW may assign its rights and obligations to a successor or an acquiring organization and may subcontract its rights and obligations, provided that no such assignment or subcontracting shall be deemed to release any of LTW's obligations or duties hereunder.
- 21. No Waiver** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further rights hereunder.
- 22. Governing Law; Severability** This Agreement shall be governed by and construed under the laws of the State of New Jersey. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will remain in full force and effect.
- 23. Attorney's Fees** The prevailing party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, expert fees and other related expenses incurred in connection with any enforcement of rights under this Agreement in law or in equity, including an action for declaratory relief.
- 24. Survivability** All provisions of this Agreement relating to confidentiality, disclaimers, indemnification, limitation of liability, payment and no hiring, and any other provisions which must survive in order to give effect to their meaning, shall survive the termination of this Agreement.
- 25. Notices** Any notice provided pursuant to this Agreement shall be in writing and addressed to the parties at the addresses given in the first paragraph of this Agreement or at such other addresses as either party may in the future specify in writing to the other.

**26. Headings; Counterparts** The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

**[Remainder of the Page Intentionally Left Blank]**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of and on the date first above written.

**Let's Think Wireless, LLC**

**City of Orange Police Department**

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

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

Print: Craig A. Lerman

Print:

Title: President

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Print: Sean M. Beim

Title: Vice President of Operations

Date: April 14, 2020

# Schedule M

## LTW Maintenance Service and Support Plans

This Schedule M describes LTW’s maintenance service and support plans, which are organized in a tier structure. This Schedule M is incorporated in, and made part of, the Maintenance Agreement to which it is attached.

Client may initiate service calls by contacting LTW via e-mail on a 24/7 basis at [support@ltw.com](mailto:support@ltw.com) or by telephone between the hours of 8am and 5pm on Business Days at 973-882-9885, Option 2.

### 1. **Tier 2 Support: Remote, On-Site, and Preventative Maintenance**

- Remote support, via VPN (or comparable) access into Client’s System, and on-site support, as needed, between the hours of 8am and 5pm on Business Days. Remote support is unlimited during the term of the Agreement.
- With regard to remote support, LTW will respond within four (4) hours of receiving a support request if the request is received on a Business Day at or prior to 1pm, or will respond prior to 11am on the next Business Day if the request is received after 1pm on a Business Day or on a day that is not a Business Day.
- If it is determined that on-site support is required, then if such determination is made prior to 12:00 noon on any day, LTW will attempt to have personnel on-site the next Business Day. Otherwise, LTW will have personnel on-site within two Business Days of such determination.
- On-site support is limited to 10 full day visits, or 20 half day visits, during the annual term of the Agreement. Any onsite support required in excess of the Maximum Number of Visits will be billed on a Time and Materials basis. (See Section 5 below.)
- In scheduling Time and Materials support, LTW will give priority to clients that have executed maintenance agreements with LTW and will use its best efforts to respond within two (2) Business Day in the event and on-site visit is necessary.
- Software patches and firmware version updates on an as needed basis, plus
- Preventive maintenance

| <b><u>Preventive Support Services Provided</u></b> | <b><u>Frequency</u></b> |
|----------------------------------------------------|-------------------------|
| NVR System Health Check                            | 2x per year             |
| Easy Lobby System Health Check                     | 2x per year             |
| Camera Site Inspections & Dome Cleaning            | 2x per year             |

### 2. **Time and Materials**

- Any service work undertaken by LTW that is not covered under the Agreement will be billed on a Time and Materials basis at the rates and on the terms provided for in Schedule O and Exhibit A attached hereto. By executing this Agreement, Client is deemed to have executed LTW’s Service Authorization, which is attached hereto as Exhibit A.
- In scheduling Time and Materials support, LTW will give priority to clients that have executed maintenance agreements with LTW and will further prioritize based on the severity of the service issue.
- Any Client personnel listed as an authorized contact pursuant to Section 4.8 of the Agreement is also authorized to request service that would be subject to Time and Materials billing. LTW will not schedule Time and Materials service work other than between 8am and 5pm on Business Days unless specifically requested to do so by such Client personnel, in which case LTW will use its best efforts to accommodate the request.

## **Schedule N**

### **City of Orange Police Department, New Jersey System Description and Configuration**

This Schedule N is incorporated in, and made part of, the Maintenance Agreement to which it is attached.

The City of Orange currently has 17 interior/exterior cameras running at 3 locations (PD HQ - 9, Central Park - 4, Colgate Park – 4) all managed by Genetec Security Center (GSC) version 5.5.

The main Genetec database resides in Orange PD's server room at 29 Park St. Both Central and Colgate Park feeds are stored locally within each Genetec SV appliance. Both Central and Colgate Park feeds are accessible via workstations to OPD personnel at PD HQ via Genetec Federation connection. Both parks use Optimum Online to connect back to HQ. The Optimum accounts are managed by Orange Police Department personnel.

GSC 5.5 is installed on OPD's 3 Genetec servers/appliances, located within the server room of PD HQ and within a closet or office area of Central and Colgate Parks. The Genetec Security Desk Client software is installed on various workstations within the Police Department. OPD has 5 concurrent Genetec Security Desk licenses.

Access to Genetec is controlled, managed and audited by user accounts within the GSC database.

## **Schedule O**

### **Service Exclusions**

This Schedule O is incorporated in, and made part of, the Maintenance Agreement to which it is attached.

Maintenance and support services are provided pursuant to Section 2 of the Agreement and are intended to address only those defects, failures, or degradation that are endogenous to the System and not caused by external factors. All other services are not covered and are specifically excluded from this Agreement, including, without limitation, the following:

- a. any service work as it relates to Client's Optimum Online service; service to be paid monthly by Client; Client understands that Optimum will discontinue service to Client if monthly bill is not paid
- b. any service work due to a failure of Client's facilities, including failures of electric power, air conditioning or humidity control, or due to incorrect or faulty operational conditions;
- c. any service work required due to changes or alterations in System or Equipment specifications not performed by LTW;
- d. any service work required due to misuse or extraordinary uses of the System or any Equipment;
- e. any service work required due to abuse, accident, animals, neglect, theft, vandalism, Force Majeure (as defined in Section 8 of the Agreement), or any causes other than the ordinary and intended use of the System and/or any Equipment;
- f. any service work associated with Equipment that, at the time of service, is not covered under a manufacturer's warrantee;
- g. any service work associated with third-party interference;
- h. any service work required due to computer virus infection;
- i. any service work required for major software upgrades;
- j. any removal, relocation or reinstallation of the System, any Equipment or any component of either;
- k. any replacement of consumable items, supplies or accessories; and
- l. tree trimming and related arborist work.



## Schedule P

### Maintenance Agreement Fee Schedule

This Schedule P is incorporated in, and made part of, the Maintenance Agreement to which it is attached.

| <u>Level of Support</u>                                                                                                                  | <u>Fee</u>   |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Tier 2 Support<br>(Remote and On-Site Support with Preventive Maintenance for 1 year)<br>- Covering January 1, 2020 to December 31, 2020 | \$ 26,974.00 |

*\*\*\*Multiple year support pricing will also be provided upon request*

### Time and Materials

Billable Hourly Labor Rates between 8am and 5pm on Business Days:

|                   |       |
|-------------------|-------|
| Field Technicians | \$130 |
| Engineers         | \$175 |

Billable Hourly Labor Rates before 8am and after 5pm on Business Days:

|                   |          |
|-------------------|----------|
| Field Technicians | \$187.50 |
| Engineers         | \$262.50 |

Billable Hourly Labor Rates on weekends and holidays:

|                   |       |
|-------------------|-------|
| Field Technicians | \$250 |
| Engineers         | \$350 |