



RFP # 17-03

**Information Technology Consulting & Support Services
For The
City of Atlantic City Municipal Buildings**

Vijay K. Verma
Ozitus International Inc.
26 Hamton Ct E
Robbinsville, NJ 08691-3641

www.ozitus.com
vkverma@ozitus.com
Ph. (201) 401-3980
Fax (609) 249-2343

ORIGINAL



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Fax: (609) 249-2343
Web Site: www.ozitus.com
E-Mail: vkverma@ozitus.com

February 20, 2017

LETTER OF INTENT

Mary P. (Trish) Mooney, RPPO, QPA
Purchasing Agent
City of Atlantic City, Suite 310
1301 Bacharach Boulevard
Atlantic City, NJ 08401

Dear Ms. Mooney:

The undersigned, as Proposer, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Atlantic City ("City of Atlantic City"), in connection with the City of Atlantic City's need for Information Technology Consulting & Support Services.

Vijay K. Verma HEREBY STATES:

1. The Proposal contains accurate, factual and complete information.
2. Vijay K. Verma agrees (agree) to participate in good faith in the procurement process as described in the RFP.
3. Vijay K. Verma acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any Proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Proposer.

4. Vijay K Verma hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City of Atlantic City. Vijay K Verma declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. Vijay K Verma acknowledges and agrees that the City of Atlantic City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City of Atlantic City shall not have any liability to the Proposer for any costs incurred by the Proposer with respect to the procurement activities described in this RFP.
6. Vijay K Verma acknowledges that any contract executed with respect to the provision of the Information Technology Consulting & Support Services shall comply with all applicable Affirmative Action and similar laws. Proposer hereby agrees to take such actions as are required in order to comply with such applicable laws.

Vijay Verma
Signature

VIJAY K. VERMA, PRESIDENT
Name and Title

OZITUS INTERNATIONAL INC.
Name of Firm

Dated: 2/20/17

*Each Member of a joint venture, partnership or other formal organization shall execute this Letter of Intent or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Intent on its behalf.

1. The first part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the Corporation.



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February 20, 2017

PROPOSAL LETTER

Mary P. (Trish) Mooney, RPPO, QPA
Purchasing Agent
City of Atlantic City, Suite 310
1301 Bacharach Boulevard
Atlantic City, NJ 08401

Dear Ms. Mooney:

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Atlantic City ("City of Atlantic City"), in connection with the City of Atlantic City's need for Information Technology Consulting & Support Services.

We affirm that the contents of the Proposal (which Proposal is incorporated herein by reference) are accurate, factual and completed to the best of my/our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of Vijay K. Verma.

Signature

Name and Title

VIJAY K. VERMA, PRESIDENT

Name of Firm

OZITUS INTERNATIONAL INC.

Dated: _____

2/20/17

SPECIFICATIONS & INSTRUCTIONS

PROPOSAL FORM

To the Purchasing Board
of the City of Atlantic City

The undersigned declares that he (it, they) has (have) carefully read and fully understands this Proposal Form, the Advertisement of the City of Atlantic City, and the Specifications and Instructions, for the undertaking set forth herein and in said accompanying documents, and shall strictly adhere to all terms of said documents, if awarded a contract therefore.

Pricing made herein is irrevocable by the undersigned proposer or the personal or legal representative of the proposer.

**FOR: INFORMATION TECHNOLOGY CONSULTING & SUPPORT SERVICES
FOR THE CITY OF ATLANTIC CITY MUNICIPAL BUILDINGS**

Consultant & Management Fee Year One \$ 2,210,000.00
Option Year Two \$ 2,320,000.00
Option Year Three \$ 2,435,000.00

Proposer shall submit pricing for year(s) one (1), two (2) and three (3).

Option year two (2) and three (3) are at the discretion of the City of Atlantic City.

Vyjay Verma 2/20/17
Authorized Signature Date



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4. Questions (Specifications & Instructions)

SPECIFICATIONS & INSTRUCTIONS

QUESTIONS

1. Do you currently provide technical support services for any New Jersey municipality? **YES**
If yes, please indicate the name of the municipality, the contact person, and phone number on the provided questionnaire response sheet. **CAMDEN COUNTY**
LAURA PEFFENROTH, Esq.
Ph 856-225-5543
2. Do you have experience in maintaining the State of New Jersey, NCIC and AOCTele programs? If yes, how many years and which of the listed? **YES, NJ, NCIC, AOC**
7 years (since July 2009)
3. Do you have experience in maintaining the Edmunds application? **YES**
If yes, how many years and where? **3 YEARS - CITY OF EAST ORANGE**
3 months - ATLANTIC CITY
4. Do you have experience in maintaining Micro Systems Property Assessment and Appraisal application? If yes, how many years and where? **NO**
5. Do you have experience in maintaining a large voice, data, and video network infrastructure? If yes, how many years and where? **YES, 7 years, CAMDEN COUNTY**
6. Do you have experience in maintaining internal and external wireless LAN/WAN technology? If yes, how many years and where? **YES, > 7 years, CAMDEN COUNTY**
7. Do you have experience in configuring and maintaining Cisco and Juniper Firewalls? If yes, how many years, where and which of the above? **YES, > 7 years, CISCO**
JUNIPER - NO
8. Do you have experience in configuring and maintaining VPN connections? If yes, how many years and where? **YES, > 7 years; CAMDEN COUNTY, CITY OF EAST ORANGE**
9. Do you have experience in maintaining VoIP systems?
If yes, how many years and where? **YES; 10 years; Varied environments, military etc.**
10. Do you have experience in maintaining Avaya Telephone systems? **YES**
If yes, how many years and where? **> 3 years @ CAMDEN COUNTY**
11. Does your firm have experience with installation, configuration and support of Police Vehicles with cameras and mobile pc units with air cards and trunk modems? **YES**
12. Does your firm have experience with support of Audio Visual equipment? **YES**
13. Why should the City of Atlantic City select you as the vendor to provide technical support services for its information technology systems?
 - 1) 1999-2005 @ City of East Orange
 - 2) 2009 - current @ City of Camden / Camden County
 - 3) OZTOS Technical Support Team members
are highly qualified with Certifications in Networking, Microsoft technologies, PMP Certification and experience of more than fifteen (15 years) by senior staff.



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5 Section 3.1 Administrative Information Requirements

Section 3.1 Administrative Information Requirements

3.1 (1) Proposers shall provide a list of their qualifications and proof of their expertise and experience.The City of Atlantic City

Ozitus's team has managed day-to-day management of the MIS Department. Managed an upgrade of the newly installed CAD / RMS System by Tri-Tech software upgrade to the current version. In addition, managed and implemented interface between TriTech and Firehouse RMS System for the forthcoming implementation of Fire House software for the Fire Department. In addition, e-Ticketing, Crime View, Crime Dashboard and Inform Analytics software procured by The Atlantic City Police Department are being further evaluated for deployment. Also, completed assessment and provided tactical plan management of current technical infrastructure supporting Atlantic City Hall, Police Department, Fire Department and other municipal buildings.

Camden County Police Department

Ozitus team of sixty five (65) professionals is uniquely positioned to deliver the specified services by deploying at the Camden County Police Department' Real Time Tactical Operations, Strategic Analysis, Criminal Intelligence, Crime Scene Investigations and all facets of IT support functions including gathering requirements, systems development, quality assurance, quality control, systems integration and technical infrastructure LAN/WAN, State Police, NCIC and AOC network.

In addition, more than twenty four (24) law enforcement systems are being managed and supported for all type of data analysis and to provide analytical support to system users.

Managed systems integration of following technologies for crime prevention and to further assist to streamline police operations:

- CAD/RMS System (Mobile)
- Automatic Emergency Dispatch (AED) and Surveillance Cameras
- Crime Prevention Mapping System to further assist RT-TOIC commanders to effectively deploy resources to various hot spot areas to reduce an prevent crime
- Facial Recognition
- Crime Mapping / TAC - Automatic Vehicle Locator (AVL)
- Real Time TAC-AVL i.e. Crime Mapping - 28 Day Crime, Grid Level Patrol Exception and Vehicle Presence Layer

City of East Orange

Developed a strategic and tactical plan based on business needs and technological requirements for the City of East Orange's 22 departments and divisions, at over 12 locations. Also, developed a strategic and tactical plan for repair and upgrade of critical police information systems.

Responsibilities included: systems development, enhancements, conversion, implementation, systems integration and support of the technical infrastructure supporting City's business operations. Also, on behalf of City of East Orange, participated in negotiation of service level agreements and liaised with various technology and application service providers (ASP's) of software and hardware solutions.

Section 3.1 Administrative Information Requirements

Streamlined and implemented City's Vital Statistics document management.

Converted data from legacy applications, implementation, and introduction of new technologies related with water utility, financial accounting, and fire prevention.

Evaluated and implemented software applications supporting critical police information systems related with law enforcement initiatives.

Implemented "Municipal Financial Accounting System", property taxation; property tax assessment; tax collections, payroll, human resources and Water Utility Billing System.

The main strength and key qualifications of Ozitus's team are as follows:

Ozitus's team of sixty five (65) professionals experienced in Real Time Tactical Operations, Strategic Analysis, Criminal Intelligence, Crime Scene Investigations and all facets of IT support functions including gathering requirements, systems development, quality assurance, quality control, systems integration and technical infrastructure LAN/WAN, State Police, NCIC and AOC network.

- Over 35 years of experience in Information Technology (IT), Project Management
- Strategic and Tactical planning
- More than 10 years of experience while working with NJ Municipalities i.e. Camden County Police Department, City of Camden, East Orange and currently at The City of Atlantic City.
 - o Data Center Operations
 - o Cost Benefit Analysis
 - o Systems implementation and systems integration
- Leadership skills - a capacity for "getting things done"
- Skills in negotiation, people management and team building
- Ability to devise technological solutions to improve productivity, efficiency, and achieve objectives
- Vendor and Contract Management

3.1 (2) Identification of the person who shall be primarily responsible for the required services, with a description of such person's experience (with projects similar to that of the City of Atlantic City) and their contact information.

Principal-In-Charge: Vijay K Verma
Contact Information: vkverma@ozitus.com
Phone #: (201) 401-3980

Project Management / Information technology / Data Center Operations

- More than 35 years of experience in Information Technology (IT)
- Master of Business Administration (M.B.A) in Information Systems
- Graduate in Public Sector Management (Australia)
- Certificate in ISO 9000 Quality Systems Management (USA)
- Security Awareness Training for CJIS, Camden County Police Department.

NJ Municipalities

More than 15 years of experience while working with NJ Municipalities; more than 10 years with law enforcement agencies i.e. Camden County Police Department, City of Camden Police Department and the East Orange Police Department.

3.1 (3) Identification of the person who shall serve as alternates to the person similarly responsible for providing the required services and their contact information.

Renu Verma
Vice President, Ozitus International Inc.
E Mail: VermaR@ozitus.org
Phone: (551) 655-5970

Varun K. Verma
Management Consultant, Ozitus International Inc.
E Mail: VermaV@ozitus.org
Phone: (917) 693-2914

Section 3.1 Administrative Information Requirements

3.1 (4) Description of the Proposer's Staffing

<i>Ref</i>	POSITION	Full Time / Part Time	DAILY RESPONSIBILITIES (Section 2.4B page 10 to 13)
1	Principal-In-Charge	P/T	Strategic & Tactical Planning, to provide oversight and project management for roles and responsibilities assigned to Director IT / Sr Project Manager (Special Projects) and Technologies Specialist.
2	Director - Information Technology - MIS / Data Processing	Full Time	Day-to-day management of systems, projects planning, systems integration and new initiatives per AC Management Team. (12, 15, 20, 21, 22, 24, 25, 27 etc.)
3	Technologies Specialist - Technical Support Manager - Data Center Operations - Mobile Technology - State Police, NCIC, AOC Network	Full Time & On Call	Day-to-day management of various technologies supporting AC Municipal buildings including Police, Fire and WAN Network supporting State Police, NCIC and AOC Network. (4, 14, 20, 21, 22, 23, 25, 26, 28 etc.)
4	Network Administrator	Full Time & On Call	Manage day-to-day network supporting 40 servers, 75 virtual servers and regular maintenance of servers. (4, 14, 25, 26, 26 etc.)
5	System Administrator - Sr. Computer Technician	Full Time & On Call	6, 8, 10, 14, 19, 28, 37, 39, 40, 42, 53 - Manage day-to-day servers administration, software upgrade and maintenance of supporting devices on the network.
6	Computer Technician	Full Time & On Call	2, 3, 4, 7, 9, 13, 28, 38, 59 (work under the direction of Network Administrator, System Administrator and Technologies Specialist)
7	Computer Technician	Full Time	2, 3, 4, 7, 9, 13, 28, 38, 59 (work under the direction of Network Administrator, System Administrator and Technologies Specialist)

Section 3.1 Administrative Information Requirements

8	Computer Technician	Full Time	2, 3, 4, 7, 9, 13, 28, 38, 59 (work under the direction of Network Administrator, System Administrator and Technologies Specialist)
9	IT Help Desk / Asset Management	Full Time	5, 11, 59 etc.
10	Project Manager - Business Applications - Edmunds Payroll - Payroll (New System)	Full Time	To provide oversight to Sql Programmer, DWH Developer. (1, 15, 17, 17, 24, 27, 29, 44, 45, 46, 47, 49, 55 etc.)
11	Data Warehouse Developer	Full / Part Time	1, 15, 17, 29, 30, 44, 45, 46, 47, 49, 55
12	Sql Programmer	Full / Part Time	1, 15, 17, 29, 30, 44, 45, 46, 47, 49, 55 etc.
13	Sr. Business Subject Matter Expert - Real-Time Situational Awareness - Geospatial Crime Fighting System - Police Performance Metrics - Management Reporting	Part Time	16, 17, 18, 19, 20, 21, 22 etc.
14	UCR Analyst	Part Time	16, 17, 46, 48, 49, 56 etc.
15	Crime Analyst	Part Time	16, 17, 46, 48, 49, 56 etc.

3.1 (5) Identification of the Proposer's principal place of business and the business address of the key staff that shall be responsible for providing services under the contract.

Vijay K Verma, Principal-In-Charge
26 Hamton Ct, E
Robbinsville, NJ 08691

Alfred Chesney, Technologies Specialist
1815 BEVERLY ROAD
BURLINGTON TOWNSHIP
New Jersey 08106

Jeff Locke, Network Administrator
10 JACQUES COURT
SICKLERVILLE
New Jersey 08081

Michael Coleman, System Administrator
140 Hess Ave
Woodbury
New Jersey 08096

Rajinder Bhasin, Project Manager
207 NORTH OAKS BLVD
APT # 207
NORTH BRUNSWICK
New Jersey 08092

3.1 (6) The City is requesting a copy of your New Jersey Business Registration Certificate.

Refer Attached

3.1 (7) An executive summary of the information contained in all the other parts of the Proposal. Any other information as required by the City and/or set forth in these specifications.

1. Non-Collusion Affidavit
2. Corporate Disclosure Statement
3. Individual, Trade Name, Partnership Inf. Sheet
4. Schedule of Minority Business (BE)
5. Affirmative Action Employee Information Report
6. W-9 Taxpayer Identification Number Form
7. Specifications shall be returned in tact
8. State of NJ Business Registration Certificate
9. Disclosure of investment Activities in Iran Form
10. Acknowledgement of Receipt of Addenda
11. Executed Letter of intent & Proposal Letter
12. Proof of all certifications necessary to perform such services
13. Questions (Specifications & Instructions)
14. Proposal Form
15. Organization Chart
16. Resumes

3.1 (8) Resumes and Organization Chart

Refer Attached

3.1 (8) Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements.

Ozitus's team constitutes 65 professionals who specializes in Project Management, Technical Support, Systems Development and subject matter experts in various facets of organizational needs. As per Ozitus's HR strategies and deployment of appropriate personnel for various clients is closely monitored and reviewed on a regular basis.

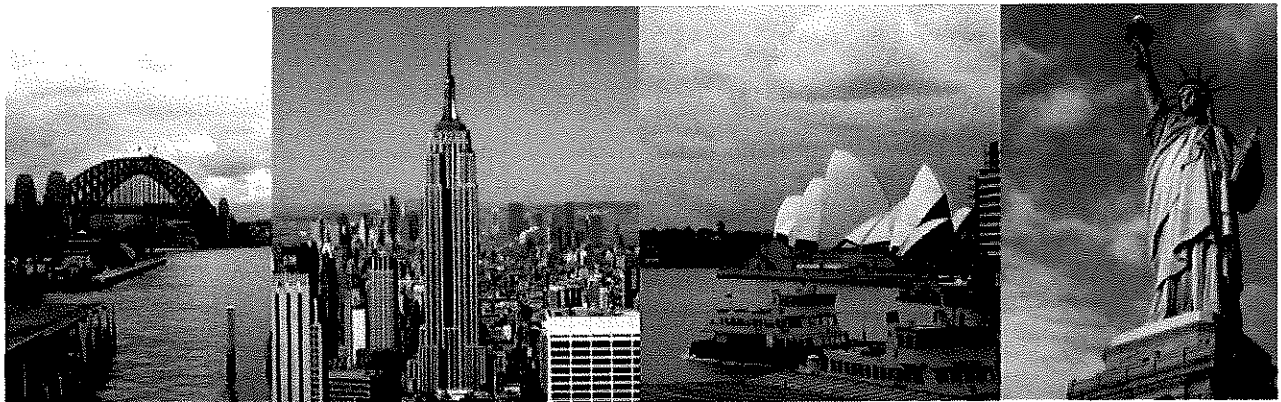
<i>Ref</i>	ORGANIZATION CHART (Group)	POSITION
1	EXECUTIVE TEAM	Principal-In-Charge
2	EXECUTIVE TEAM	Director - Information Technology - MIS / Data Processing
3	EXECUTIVE TEAM	Technologies Specialist - Technical Support Manager - Data Center Operations - Mobile Technology - State Police, NCIC, AOC Network
4	TECHNICAL SUPPORT	Network Administrator
5	TECHNICAL SUPPORT	System Administrator - Sr. Computer Technician
6	TECHNICAL SUPPORT	Computer Technician
7	TECHNICAL SUPPORT	Computer Technician
8	TECHNICAL SUPPORT	Computer Technician
9	TECHNICAL SUPPORT	IT Help Desk / Asset Management
10	PROJECT MANAGEMENT	Project Manager - Business Applications - Edmunds Payroll - Payroll (New System)
11	PROJECT MANAGEMENT	Data Warehouse Developer
12	PROJECT MANAGEMENT	Sql Programmer
13	EXECUTIVE TEAM / SPECIAL PROJECTS	Sr. Business Subject Matter Expert - Real-Time Situational Awareness - Geospatial Crime Fighting System - Police Performance Metrics - Management Reporting
14	UCR Analyst	UCR Analyst
15	Crime Analyst	Crime Analyst

3.1 (9) Please indicate your company / team internet links to websites.

www.ozitus.org

Ozitus International Inc.

Search



CORPORATE
PROFILE »

Corporate Profile

KNOWLEDGE

VISION

SERVICES

STRENGTHS

COMMITMENT

GLOBAL

Ozitus International Inc. was founded by Vijay K. Verma MBA, who has been providing information technology and management consulting services since 1991. Vijay's professional training includes a Master of Business Administration (M.B.A) in Information Systems, complemented by a Graduate in Public Sector Management (GPSM), Australia, as well as a Certificate in ISO 9000 Quality Systems Management (USA).

Ozitus's team includes former (retired) law enforcement officials including A/Chief of Police, Captain, Lieutenant and other professionals with an extensive experience in strategic analysis, criminal intelligence and crime scene investigations.

3.1 (10) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process.

- Not Applicable -

3.1 (11) An executed Letter of Intent

Refer Attached

3.1 (12) Proposal Letter & Proposal Form

Refer Attached

3.1 (13) RFP and specifications shall be returned in tact with all pages completed.

Refer Attached

3.1 (14) The number of years your organization has been in business under the present name and under the current management.

April, 2001 Sixteen (16) Years

Ozitus International Inc.

President: Vijay K Verma
Vice President Renu Verma

3.1 (15) A statement that the Proposer is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

Ozitus International Inc. is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities.

Refer attached - Certificate of Employee Information Report

3.1 (16) Indicate whether there are any judgments within the last three (3) years in which Proposer has been adjudicated liable for professional malpractice. If yes, please explain.

No Judgements

3.1 (17) Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

Ozitus International Inc. has NOT been involved in any bankruptcy Or re-organization proceedings in the last ten (10) years.

3.1 (18) Conflicts of Interest.

Ozitus International Inc. has No Conflict of Interest

3.1 Please disclose:

Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

Answer: No conflict of interest in contracting with or representing the City.

Any family relationship that any employee of your firm has with a member, employee, or official of the City that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

Answer: No relationship, no conflict of interest.

Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

Answer: No relationship, no conflict of interest.

Please describe any procedures your firm has, or would adopt, to assure the City that a conflict of interest would not exist for your firm in the future.

Answer: Ozitus International Inc. has 'Employees Handbook' and each staff acknowledges receiving the handbook and guidelines. Also, all staff including permanent, temporary and consultants do sign an agreement of non-disclosure.

Ozitus will further adopt policy and procedures to meet specific needs of The City of Atlantic City to assure that a conflict of interest would not exist for Ozitus in the future.



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6 Section 3.2 A Professional Information Requirements

Section 3.2 Professional Information Requirements

3.2 A (19) Description and scope of past experience of Proposer, specifically including prior experience in the public sector in New Jersey and other jurisdictions.

Ozitus International Inc. ("Ozitus") has been providing information technology and management consulting services in the United States since 1999. The President of Ozitus, Vijay K Verma has a Master of Business Administration (M.B.A) in Information Systems, complemented by a Graduate in Public Sector Management (Australia), as well as a Certificate in ISO 9000 Quality Systems Management (USA).

Ozitus has the expertise and experience to meet The City of Atlantic City's corporate objectives. Ozitus has repeatedly demonstrated an ability to effectively manage people, develop systems, oversee systems integration, and deploy technical infrastructure and information technology across the United States, Australia and India.

Over the years, Ozitus has established a reputation as the provider of total IT solutions incorporating structured methodologies and the introduction of quality standards to streamline business operations. Additionally, Ozitus aims to leverage technological solutions to reduce overheads and optimize return on investments.

Ozitus has managed projects with teams of more than seventy (70) staff, liaised with multiple vendors providing value-added custom software and technical solutions, and worked with budgets ranging from \$250K to over \$6.5M.

Our professionals are well prepared to take on additional responsibilities to meet organizational needs; specifically in the areas of project management, systems integration of various law enforcement related technologies, database administration, custom programming, and data center operations by maintaining and enhancing current technical infrastructure and systems supporting critical law enforcement initiatives.

Ozitus's institutional knowledge, working relationships and knowledge across administrative support, law enforcement and public systems has been demonstrated by successfully providing services currently to the Camden County Police Department, City of Camden Police Department, and previously to the City of East Orange Police Department.

The industry and cross-technology areas in which Ozitus specifically focuses includes: e-Business, project management, systems development, integration, document management, networking and convergence technologies, decision support systems, data center management, object oriented technology and geographical information systems.

Some of the important strengths in addition to technical expertise include: project management methodologies, quality assurance and quality control as per ISO 9000 standards. Our highly qualified, experienced, and professional consultants have also developed and implemented strategies to manage change during the process of realignment of business functions.

Mr. Verma has over 35 years of experience in Information Technology (IT): His educational background includes a Master of Business Administration (M.B.A) in Information Systems, Graduate in Public Sector Management (Australia), Certificate in ISO 9000 Quality Systems Management (USA) and Security Awareness Training for CJIS, Camden County Police Department.

Mr. Verma has more than 10 years of experience while working with law enforcement agencies: Camden County Police Department, City of Camden Police Department and the East Orange Police Department.

Prior to his projects in the United States, Mr. Verma has more than 16 years of experience while working in Australia in a variety of managerial and technical positions with non-profit, public and private sector organizations.

Mr. Verma possess both international credentials and a global career history, having worked in the United States and Australia in a variety of managerial and technical positions in both local/state government and private sector organizations, including police operations, water utility, treasury, financial services, publishing, railways, marketing, printing, education and manufacturing.

Mr. Verma has gained extensive experience in systems development, systems integration, deployment of appropriate information technology solutions to optimize ROI and management of data center operations.

LEADERSHIP

- Leadership skills - a capacity for "getting things done"
- Skills in negotiation, people management and team building
- Ability to devise technological solutions to improve productivity, efficiency, and achieve objectives
- Vendor and Contract Management

EDUCATION

- Merrimack College, USA ISO 9000 Quality Systems Management
- Griffith University, Australia - Graduate Certificate in Public Sector Management
- Faculty of Management Studies, India - Master of Business Administration (M.B.A)
- University of Rajasthan, India - Master of Economics (M.A)
- University of Delhi, India – Bachelor of Science (B.Sc.)

SKILLS

- Project Management
- Portfolio Management
- Risk Assessment
- Cost Benefit Analysis
- Strategic and Tactical planning
- Applications development life-cycle
- Data Center Operations
- Total Quality Management - ISO 9000 Quality Systems Standard

PROFESSIONAL EXPERTISE

- Possesses decades of work experience in a variety of managerial and technical positions while working with law enforcement, non-profit, public and private sector organizations.
- Project management, strategic and tactical planning, functional management, team building and technical infrastructure management.
- In depth knowledge of system development and project management methodologies.
- Analytical experience including devising new technological solutions to address business objectives and identifying opportunities to improve productivity and efficiency.
- Technical Infrastructure experience including assessment and deployment of technical infrastructure, standardization of operating systems and network upgrade; data center operations experience including disaster recovery and business continuity.
- Effective communicator- capable of applying both technical and management language to achieve understanding; honed interpersonal and people management skills, negotiation abilities, and team building capabilities.
- Proven team leader and problem solver with highly developed analytical, organizational, project management, communications and strategic planning skills. The capacity and drive to get the job done.
- Managed multiple projects including systems development, systems enhancements, data conversion, infrastructure assessment, network upgrade, and deployment of firewall, wide area network and introduction of technologies to streamline business operations.
- Implementation of CAD – Computer Aided Dispatcher, PRW – Police Records Warehouse; WTH Engineering; AVL – Automatic Vehicle Locator; Surveillance Camera, City Wide Virtual Policing, Gun Shot Detection System, AED - Automatic Emergency Dispatch, Crime Prevention Model, Integrated Resource Management System, and Body Worn Cameras.
- Implementation of Tessitura Arts Enterprise software for performing arts center, MUNIS - Water Utility Billing system, EDMUNDS - financial accounting, payroll and data conversion from old systems.
- Liaised with multiple value-added software and technical solution providers.

MEMBERSHIP

- PMI - Project Management Institute
- IPIP – Intel Premier IT Professional
- IIBA – International Institute of Business Analysis
- PSG – Professional Service Group, NJ Department of Labor
- Associate – International Association of Chiefs of Police
- IACA – International Association of Crime Analysts

PROFESSIONAL EXPERIENCE

Camden County Police Department, New Jersey
City of Camden Police Department, New Jersey

May 2013 –cont.
July 2009 – April 2013

Responsibilities / Accomplishments

Some key accomplishments include:

- Infrastructure assessment and upgrading outdated technical infrastructure
- Evaluation and deployment of CAD/RMS, TAC-AVL
- Gun Shot Detection system
- Surveillance cameras for virtual patrol

Provided un-interrupted IT Technical infrastructure supporting and maintaining more than forty (40) servers; four hundred (400) workstations, mobile data terminals, laptops, twenty five (25) license plate readers, smart phones integration with Facial Recognition, and TAC-AVL technologies. External agencies accessing CCPD Systems include NJ State Police, Prosecutor's Office, and AOC – Administrative Office of the Court etc.

In addition, more than twenty four (24) law enforcement systems are being managed and supported for all type of data analysis and to provide analytical support to system users.

The following systems are being further reviewed and analyzed for integration with other systems and technologies for crime prevention and to further assist to streamline police operations:

- CAD/RMS System (Mobile)
- Automatic Emergency Dispatch (AED) and Surveillance Cameras
- Crime Prevention Mapping System to further assist RT-TOIC commanders to effectively deploy resources to various hot spot areas to reduce an prevent crime
- Facial Recognition
- Crime Mapping / TAC - Automatic Vehicle Locator (AVL)
- Real Time TAC-AVL i.e. Crime Mapping - 28 Day Crime, Grid Level Patrol Exception and Vehicle Presence Layer
- Systems integration strategies are being discussed in reference to:
Gun Shot Detection System with Surveillance Cameras and Automatic Emergency Dispatch
- iRMC Integrated Resource Management Center
- iSmart Interactive Situational Monitoring, Analysis, & Response Tool

**City of East Orange, New Jersey
East Orange Police Department**

IT Coordinator / Project Manager (Consultant), March 1999 – Oct 2005

Responsibilities / Accomplishment

Responsible for developing a strategic and tactical plan based on business needs and technological requirements for the City's 22 departments and divisions, at over 12 locations. Also, responsible for developing a strategic and tactical plan for repair and upgrade of critical police information systems.

Responsibilities included: systems development, enhancements, conversion, implementation, systems integration and support of the technical infrastructure supporting City's business operations. Also, on behalf of City of East Orange, participated in negotiation of service level agreements and liaised with various technology and application service providers (ASP's) of software and hardware solutions.

Assessments of technical infrastructure, standardization of operating systems, streamline distributed processing across the network, technical support, disaster recovery and Wide Area Network upgrade for all business units.

Established and outlined charter of the IT Review Committee and facilitated techniques to outline scope of work, risk assessment and cost benefit analysis.

- Developed a strategic and tactical plan for repair and upgrade of critical police information systems supporting law enforcement initiatives
- Standardized operating systems, streamline distributed processing across the network, technical support, disaster recovery, upgrade of the Wide Area Network.
- Streamlined and implemented City's Vital Statistics document management.
- Converted data from legacy applications, implementation, and introduction of new technologies related with water utility, financial accounting, and fire prevention.
- Developed strategic and tactical plan focusing on the provision of services for the City's twenty two (22) departments and divisions at over twelve (12) locations.
- Developed strategic and tactical plan for repair and upgrade of critical police information systems supporting law enforcement initiatives.
- Managed technical infrastructure upgrade and implementation of SAN Architecture supporting critical police information systems.
- Evaluated and implemented software applications supporting critical police information systems related with law enforcement initiatives.
- Standardized distributed processing across the network and centralized data center operations.
- Implemented "Municipal Financial Accounting System", property taxation; property tax assessment; tax collections, payroll, human resources and Water Utility Billing System.
- Negotiated contracts with a net saving ranging from 5-20%.

Police Department

Implementation of critical police information systems related with Law Enforcement initiatives:

- Computer Aided Dispatch (CAD).
- Police Records Warehouse (PRW).
- Gun Shot Detection.
- Surveillance (City Wide Virtual Policing).
- Automatic Vehicle Locator.
- Mug Shots interface with CAD / PRW.
- Voice Recognition (Pilot Project).
- Upgrade of Verizon wireless technology from 1XRTT to EvDo.
- Integration of various technologies supporting police operations.

Data Center Management / Technical Infrastructure

Standardization of operating systems, licensing compliance requirements, streamline distributed processing across the network and deployment of firewall:

- Technical infrastructure deployment for the City's 22 departments.
- Network upgrade supporting over 250 workstations.
- Deployment of firewall and robust infrastructure at over 12 locations.
- Upgrade of technical infrastructure supporting business critical police operations.

Finance Department

System conversion, systems integration, user training and implementation of finance, tax collections, tax assessments, human resources and payroll system. In depth working knowledge of Edmund's financial, tax system and payroll system. Electronic data transfer from Edmunds system to ADP System for payroll. Implemented electronic purchase order generation. Data Analysis of various financial modules for management reporting. Implemented PNC Bank reconciliation business processes with other financial modules.

Water Department

- Implementation of Water Utility Billing System.
- Legacy water utility billing data conversion from UNIX environment.
- Streamlined business processes for water utility billing over 15,000 commercial customers.
- Introduced and implemented 'Radio Read' technology to capture water meter reading.
- System integration with meter read technology and water utility billing.
- Assessment of training needs across all departments.
- Y2K date problem impact analysis on business functions and solution implementation.

1984 – 1998 (Australia)

- Reader's Digest (Australia), Manager, Quality Assurance.
- State Rail Authority – Countrylink, Manager, Information Technology.
- Department of School Education, Project Manager.
- Treasury - Office of State Revenue, Applications Development Manager.
- Unisys Australia / AVCO Financial, Sr. Systems Analyst.

3.2 (A) 20 References

Names, titles, addresses and phone numbers of key contacts for three (3) clients, particularly those for whom the Proposer has undertaken projects similar to these services.

Camden County Police Department

Chief, J. Scott Thomson
800 Federal Street, Camden, NJ 08103
E Mail: Thomson1@camdencountypd.org
Phone: (856) 757-7487

City of Camden

Office of City Treasurer
Sheila R. Bayard
City Hall, Room 213 – PO Box 95210
Camden, NJ 08101
Phone: (856) 77-7264

City of East Orange

Soe Myint, Director Finance
44 City Hall Plaza
East Orange, NJ 07017
Phone: (973) 266-5100

City of East Orange – Police Department

Joe Cordero, Director (Retd.)
15 S Munn Ave
East Orange, NJ 07017
Phone: (973) 820-7008

City of East Orange (Water Department)

Kenneth Brunner
City of East Orange
99 South Grove Street
East Orange, NJ 07018
Phone: (973) 266-8869

City of East Orange (Water Department)

Gwyn Hargrett, President
Board of Water Commissioners
99 South Grove Street
East Orange, NJ 07018
Phone: (973) 818-4376

Section 3.2 Professional Information Requirements**A (20) 2. Relevance of Proposer's experience to this RFP**

Ozitus International Inc. is exceptionally qualified and experienced in providing Technology Consulting & Support Services on-site in direct support of The Atlantic City and its Municipal Buildings, which includes the Atlantic City Police Department and Fire Department.

Since October 2016- Ozitus's team has assisted Atlantic City Police Department for day-to-day management of the MIS Department; to upgrade the newly installed CAD / RMS System by Tri-Tech, to review and prioritize outstanding issues, and manage the software upgrade to the current version. In addition, Ozitus has developed the strategic plan for the forthcoming implementation of Fire House software for the Fire Department, and managed systems integration with Tri-Tech CAD System. In addition, e-Ticketing, Crime View, Crime Dashboard and Inform Analytics products are being further evaluated for deployment. Also, completed assessment of technical infrastructure supporting Atlantic City Hall, Police Department, Fire Department and other municipal buildings.

Our extensive institutional knowledge of the City of East Orange (1999-2005), City of Camden (2009-2013) and Camden County Police Department (2013-current) includes its operating environment, business processes, and confidential integrated technologies. This in combination with our demonstrated record of leveraging those integrated real-time public safety technologies, information systems and business intelligence tools in direct support of the department's mission establishes Ozitus as the only proposer capable and prepared to seamlessly and effectively provide the on-site Information Technology Consulting & Support Services required under RFP.

Since 2009, Ozitus has been uniquely positioned to deliver the specified services by deploying a team of sixty five (65) professionals. The critical operations supporting Camden County Police Department' includes, Real Time Tactical Operations, Strategic Analysis, Criminal Intelligence, Crime Scene Investigations and all facets of IT support functions including gathering requirements, systems development, quality assurance, quality control, systems integration and technical infrastructure LAN/WAN, State Police, NCIC and AOC network.

To further enhance current application systems functionalities, systems integration of various systems are being further explored in discussion with commanders from the Investigative Bureau, Compstat Strategic Analysis and Criminal Intelligence & Analysis for real time data retrieval and for statistical analysis for crime fighting and effectiveness of police operations.

- Enterprise Data Warehouse
- Business Intelligence
- CAD - RMS System (managed multiple switch overs)
- ALPR – License Plate Reader
- Surveillance Cameras
- Gun Shot Detection System
- Property Evidence
- iRMC Integrated Resource Management System
- iCAN Interactive Community Area Network
- Picture Link integration with Office of the Sheriff
- Think GIS – Crime Prevention
- Info Cop – DMV Lookup & E-Ticketing
- Body Worn Camera.

The key highlights of Ozitus expertise to provide Technology Consulting Services under this proposal includes:

1. Managing business critical systems by adhering to TQM principles:
 - a. Project Management
 - b. Strategic and Tactical Planning
 - c. Project Scope / Requirements Analysis / Systems Inter-dependencies
 - d. Systems development, systems integration, data migration, custom programming
 - e. Quality planning, quality assurance, quality control
 - f. Monitoring and Controlling e.g. budget, schedule and deliverables
2. Examining and evaluating the various data management systems supporting administrative, fire and law enforcement operations; current management capabilities, protocols and solutions;
3. Designing and implementing a customized data management solution includes:
 - a. Data Warehousing, Data Governance Protocols;
 - b. Data Quality Control Processes, Search and Analytical Capabilities;
 - c. Master Data Management, Enterprise Architecture;
 - d. Metadata Management, Enterprise Data Modeling;
 - e. Police Performance Metrics, Intuitive Business Intelligence.
4. Evaluating unstructured and big data opportunities currently available to the department as well as future opportunities. Developing strategies to further streamline and integrate the department's confidential technologies as they relate to data assets. Develop the department's data sharing and transparency processes.
5. Manage technical infrastructure and network supporting The City of Atlantic City Municipal Buildings LAN/WAN and external networks e.g. State Police, NCIC and AOC network.

Examining and monitoring all current systems for functionality, efficiency, regulatory compliance and security as per CJIS and other security protocols per law enforcement guidelines.

Ozitus is committed to exceeding The City of Atlantic City expectations, to that end, we have assembled an executive management team responsible for ensuring that every aspect of our service delivery is aligned with the contract, industry best practices and the mission. Our executive management team includes extensive personnel management experience and leadership. The Ozitus team brings unparalleled subject matter expertise in the field of real-time urban crime fighting, criminal intelligence, and the department's Real Time Crime Prevention Center. Ozitus's team of professionals have been fully engaged in the design, development and standup of the department's operational needs. All personnel assigned to service this contract will meet or exceed the technical-educational qualifications of the specified position and exhibit personal traits supportive of the department's mission critical goals and objectives.



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7. Section 3.2 B Professional Information Requirements

3.2 B A narrative statement that the Proposer understands the City of Atlantic City's needs and goals.

The City of Atlantic City's needs are to provide information technology services for the City of Atlantic City and its Municipal Buildings currently at City of Atlantic City, Public Safety Building which include the Police Department, Fire Department Administration and Municipal Court; Fire Stations (6), Municipal Garage / City Lot, Beach Patrol Headquarters, All Wars Memorial Building, PAL Facility and Surf Stadium. In other words, IT support services to cater for fifteen (15) facilities located at various locations within the Atlantic City, New Jersey.

Based on preliminary details provided per Addendum #1, technical infrastructure comprises of physical servers (40), Virtual Servers (75), 675 desktops, laptops (40) and 1300 (users) are dependent upon solid foundation of various IT systems supporting their business critical functions.

Some of the main goals and objectives of the City of Atlantic City are as follows:

1. To restore historical data from 'Cplims' CAD/RMS system.
The City of Atlantic City, Police Department have recently procured CAD / RMS System and was implemented in an emergency situation due to CPLIMS CAD/RMS System crash. Due to the end-of-life of the old system 'Cplims', due to lack of project planning, infrastructure supporting 'Cplims' was never maintained and there was no hardware, software support from the vendor, 'Cplims data could not be retrieved and restored'.

To further accomplish the goals of the Police Department, Ozitus team liaised with the vendor Tri-Tech, to review and prioritize outstanding issues, and manage the software upgrade to the current version. Cplims hardware failure situation has been rectified by migrating the AIX operating system and data has been restored on the new platform. Due to the lack of support from Archonix, 'Cplims' CAD/RMS System and recovery procedures followed by staff further complicated the situation and 'Cplims' system is not available to the users. Ozitus has managed to seek external expertise to analyze the data structure to reconstruct the reports to retrieve from Cplims system. In other words, as a joint effort by programmers, ACPD resources, project is underway to understand the data spread over 200+ tables to reconstruct the reports.
2. With the implementation of Tri Tech CAD/RMS System, there are ancillary software has also been procured. The main goal is to understand the use of Inform IQ, Inform Analytics, Crime View and Crime Dashboard for effective use for proactive policing and crime fighting. Ozitus's subject matter experts in urban policing, will further evaluate department needs vs. procured software's capabilities to develop situational awareness. Also, there is an urgent need to operationalize use of technology and deploy appropriate technology in real time crime prevention center.
3. The City of Atlantic City is also deploying state of the art eTicketing software to streamline business practices and to optimize resource utilization.
4. AVL Systems integration with TriTech is still pending due to the configuration of Verizon MPN to secure communication between police vehicles and the network.
5. To develop performance metrics for various departments and to provide custom reports for management reporting is also being planned and to be strategized for deployment across the departments.
6. All departments are in need of subject matter experts to further assist them for effective and operational use of software packages for their day-to-day operations and to maintain data integrity.

3.2 C Describe recommendations you have made to public entity clients and quantify results where applicable.

Ozitus's institutional knowledge, working relationships and knowledge across administrative support, law enforcement and public systems has been demonstrated by successfully providing services currently to the Camden County Police Department, City of Camden Police Department, and previously to the City of East Orange Police Department. Currently by following some of the industry best practices and methodologies, Ozitus team has managed operations providing technical support with higher level of availability of systems up time and maintain data integrity.

By adopting best practices, project management, project planning and hiring technical support qualified in networking with Certifications in network management, system administration, mobile technology and programming staff on site are the key factors for The City of Atlantic City to avoid any further disasters e.g. losing critical historical information.

Examining and monitoring all current systems for functionality, efficiency, regulatory compliance and security as per CJIS and other security protocols per law enforcement guidelines.

1. Revisit technical infrastructure supporting the City of Atlantic City operations at fifteen (15) facilities.
2. Currently more than 50% of the infrastructure supporting business critical operations is at the end-of-life; Windows XP operating system is not supported by Microsoft and all desktop computers need to be upgraded.
3. Data backups and disaster recovery processes need to be revisited and to strategize applying best practices for data archive at offsite locations and also to implement business continuity.
4. By introducing the concept of 'Data Warehousing' to consolidate data from various internal / external systems will further assist developing 'Performance Metrics' and visualization of data in a more meaningful way for effective decision making by the Executive Team..
5. By developing strategies to further evaluate unstructured data currently available to the department and push it through the 'Data Warehouse' will further streamline and integrate the department's confidential technologies as they relate to data assets.

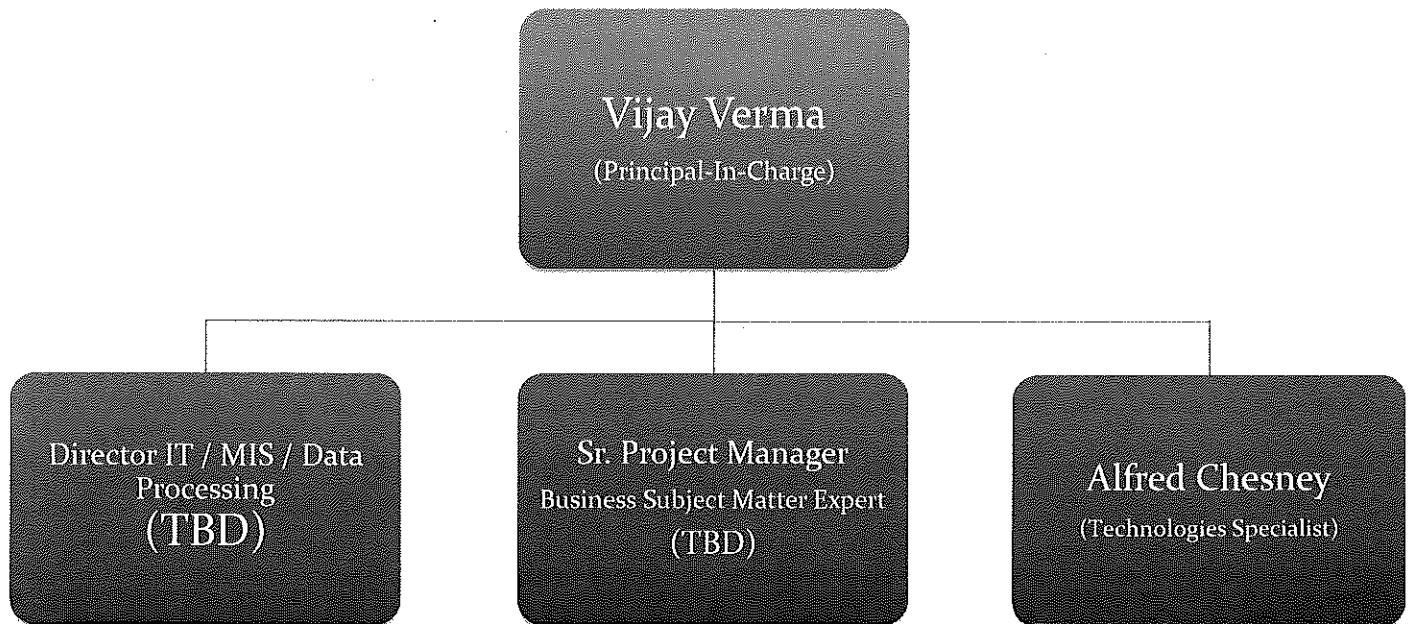


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8. Organization Chart

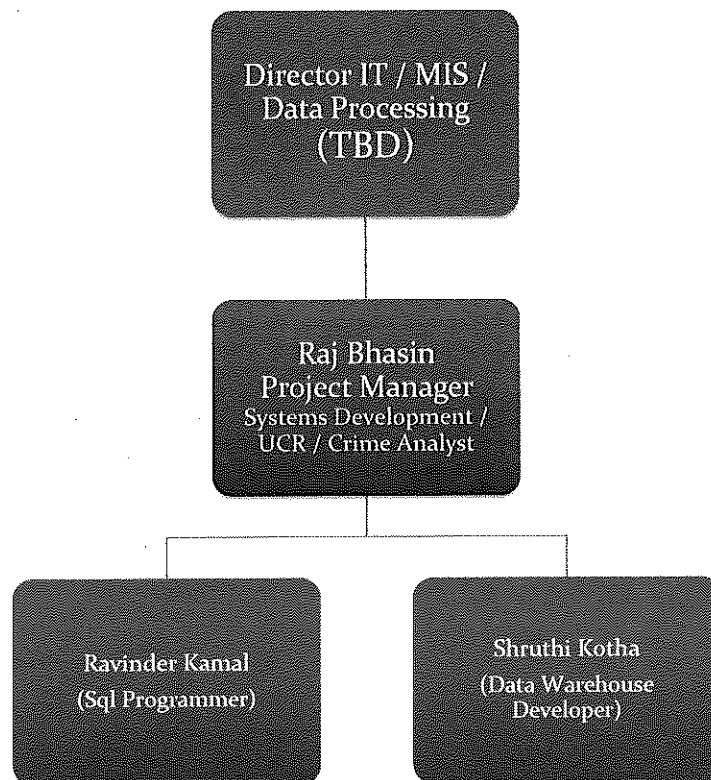
Ozitus International Inc.

Executive Team



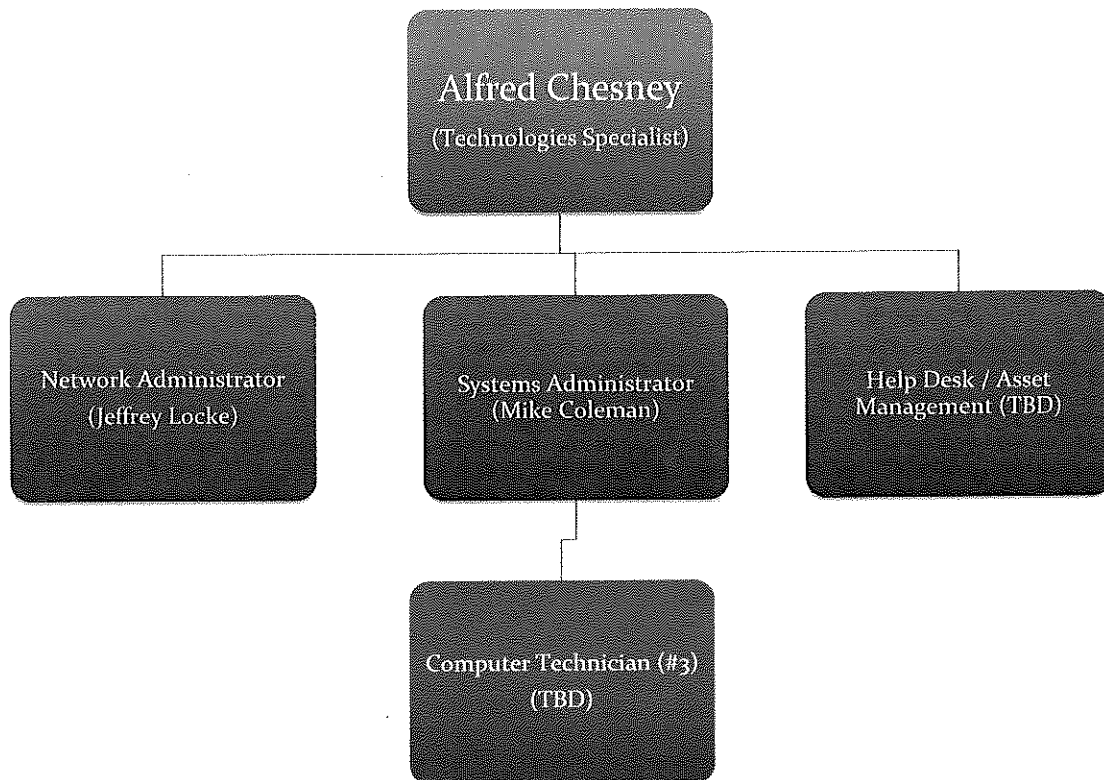
Ozitus International Inc.

Project Management



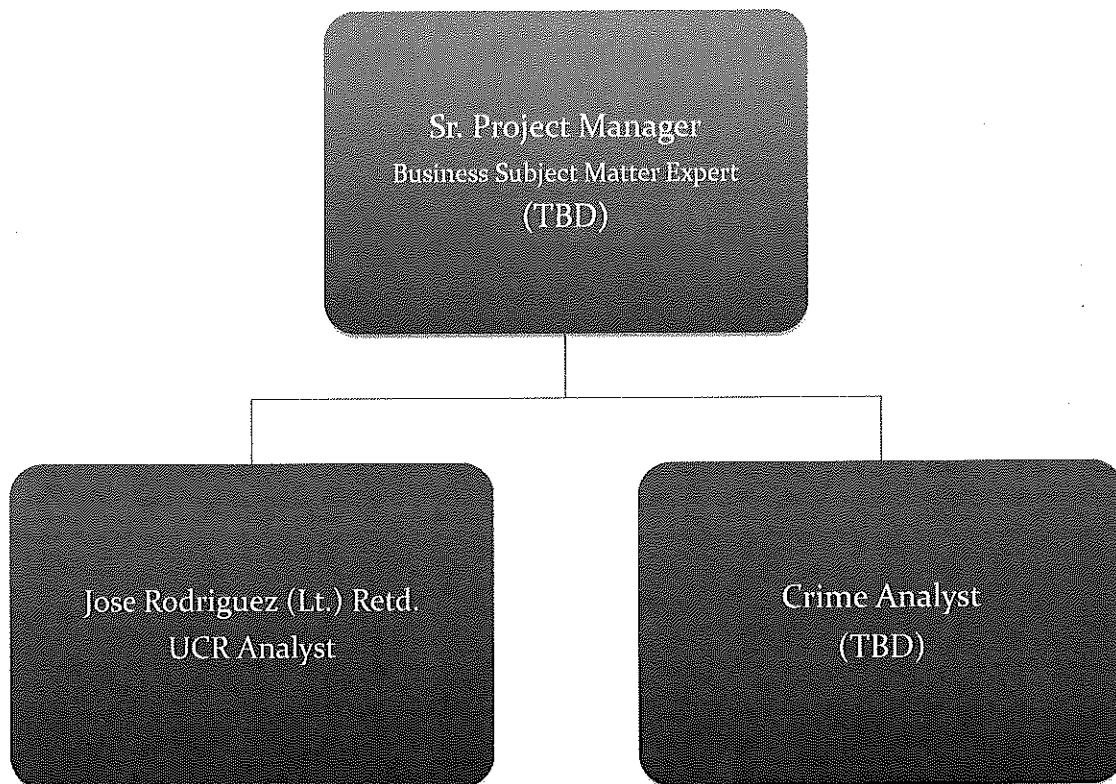
Ozitus International Inc.

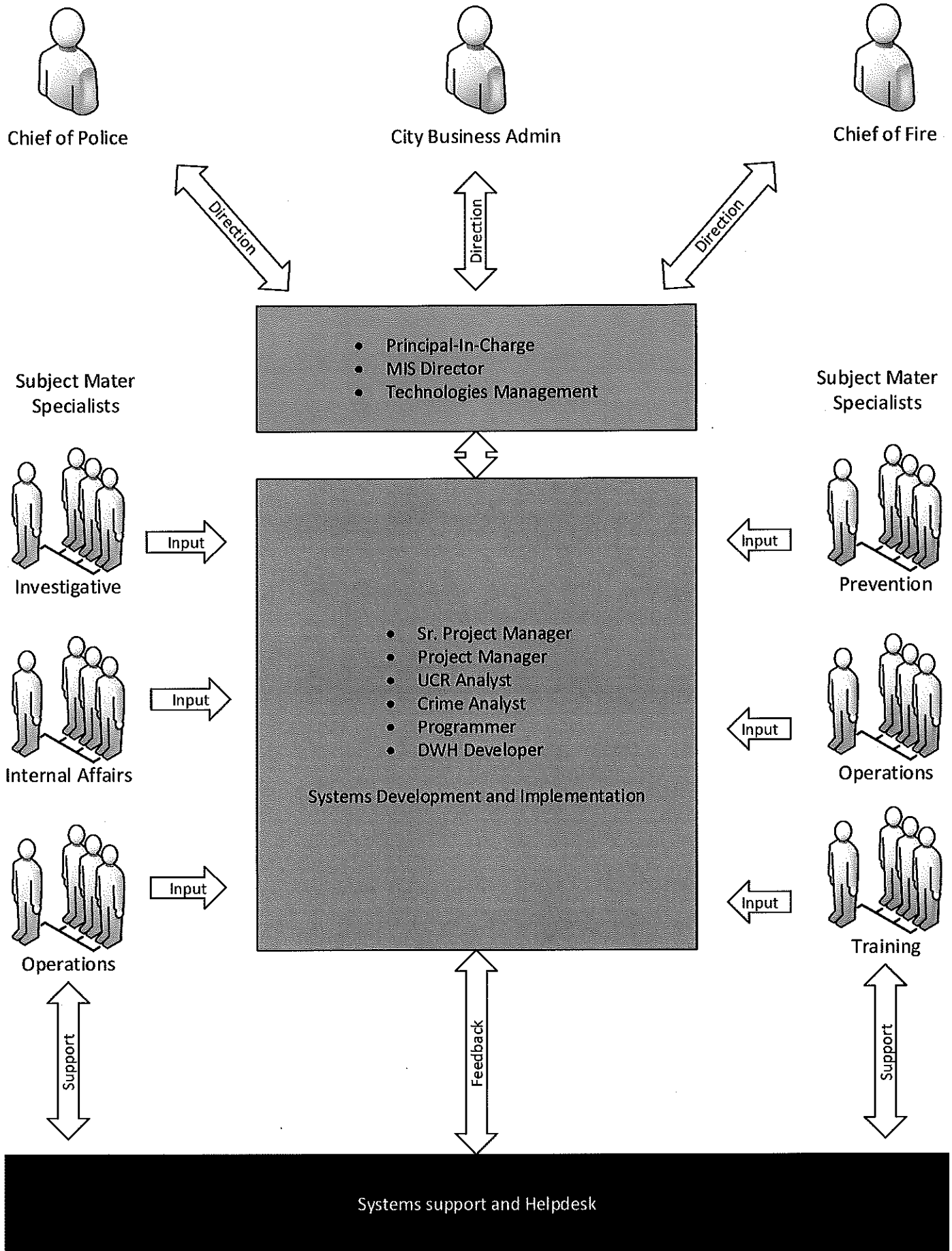
Technical Support



Ozitus International Inc.

Special Projects





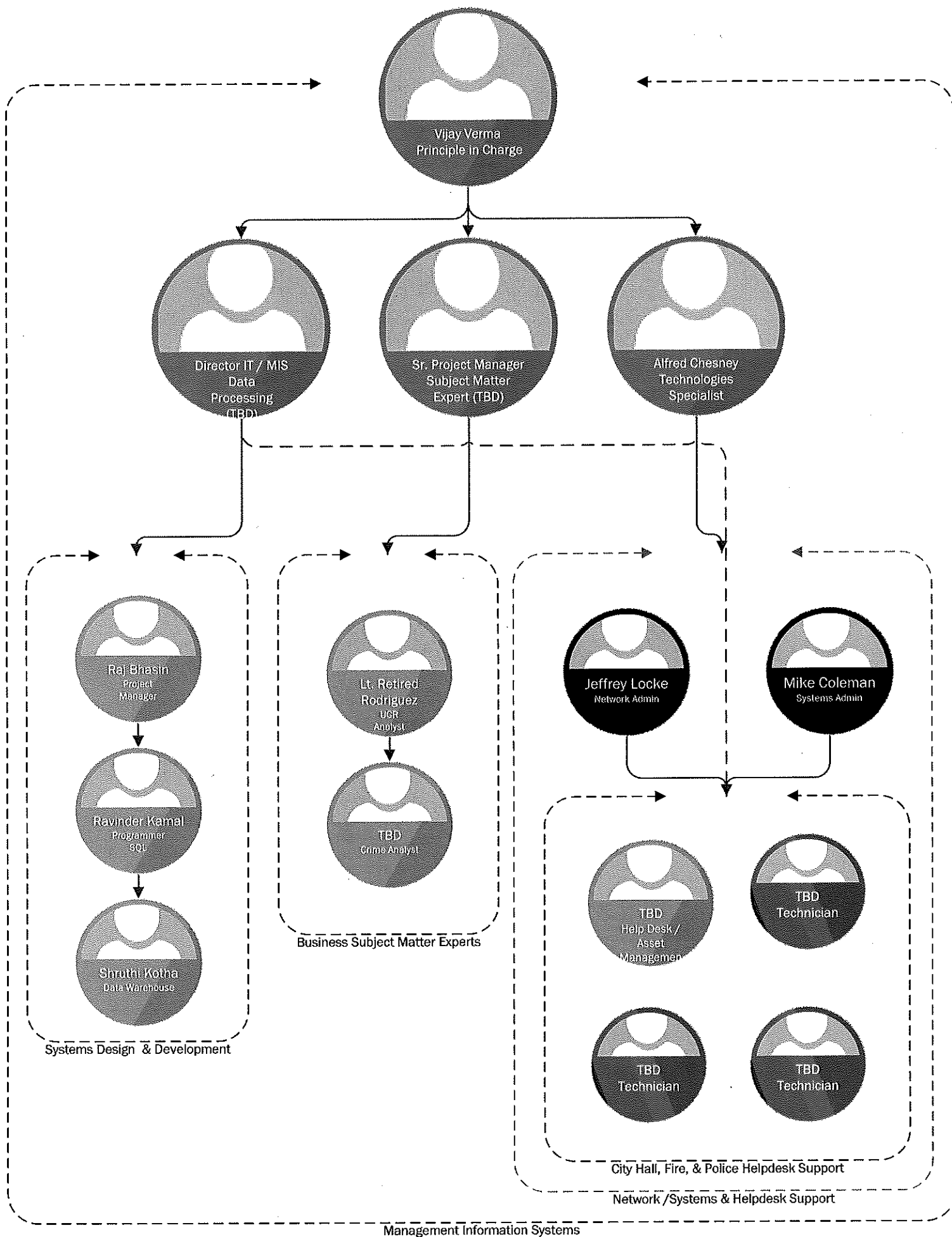




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9. Resumes

Vijay K. Verma
Principal-In-Charge

Over 35 years of experience in Information Technology (IT), educational background includes a Master of Business Administration (M.B.A) in Information Systems, Graduate in Public Sector Management (Australia), Certificate in ISO 9000 Quality Systems Management (USA) and Security Awareness Training for CJIS, Camden County Police Department.

More than 10 years of experience while working with various law enforcement agencies i.e. The City of Atlantic City, Camden County Police Department, City of Camden, and the East Orange Police Department.

Possess both international credentials and a global career history, having worked in the United States and Australia in a variety of managerial and technical positions in both local/state government and private sector organizations, including police operations, water utility, treasury, financial services, publishing, railways, marketing, printing, education and manufacturing.

Gained extensive experience in systems development, systems integration, deployment of appropriate information technology solutions to optimize ROI and management of data center operations.

EDUCATION

- ISO 9000 Quality Systems Management
- Graduate Certificate in Public Sector Management
- Master of Business Administration (M.B.A)
- Master of Economics (M.A)
- Bachelor of Science (B.Sc.)

SKILLS

- Project Management
- Portfolio Management
- Risk Assessment
- Cost Benefit Analysis
- Strategic and Tactical planning
- Applications development life-cycle
- Data Center Operations
- Total Quality Management - ISO 9000 Quality Systems Standard

TECHNICAL SKILLS

- | | |
|-----------------------------|-------------------------------------|
| • Infrastructure Assessment | • Infrastructure Deployment |
| • Oracle Data Warehouse | • .NET framework |
| • SAN Architecture | • MapInfo |
| • Informix | • Microsoft Active Directory (AD) |
| • Frame Relay | • Electronic Data Interchange - EDI |
| • Cisco PIX Firewall | • MS Exchange |

Vijay K. Verma
Principal-In-Charge

PROFESSIONAL EXPERTISE

- Project management, strategic and tactical planning, functional management, team building and technical infrastructure management.
- In depth knowledge of system development and project management methodologies.
- Analytical experience including deriving new technological solutions to address business objectives and identifying opportunities to improve productivity and efficiency.
- Technical Infrastructure experience including assessment and deployment of technical infrastructure, standardization of operating systems and network upgrade; data center operations experience including disaster recovery and business continuity.
- Clear and able communicator, capable of applying both technical and management language to achieve understanding; honed interpersonal and people management skills, negotiation abilities, and team building capabilities; strong leadership capabilities - the capacity and drive to get the job done.
- Proven team leader and problem solver with highly developed analytical, organizational, project management, communications and strategic planning skills.
- Managed multiple projects including systems development, systems enhancements, data conversion, infrastructure assessment, network upgrade, and deployment of firewall, wide area network and introduction of technologies to streamline business operations.
- Implementation of CAD – Computer Aided Dispatcher, PRW – Police Records Warehouse; WTH Engineering; AVL – Automatic Vehicle Locator; Surveillance Camera, City Wide Virtual Policing, Gun Shot Detection System, AED - Automatic Emergency Dispatch, Crime Prevention Model, Integrated Resource Management System etc.
- Managed and implemented various technologies e.g. smart phones integration with Facial Recognition, and TAC-AVL technologies. In addition, managing more than twenty four (24) law enforcement systems for all type of data analysis to provide analytical support to system users by using Business Intelligence Tools and techniques.
- Strategized and developed business model for the implementation of ‘Automatic Emergency Dispatch’ (AED) and integration with Surveillance Cameras
- Crime Prevention Mapping System to further assist RT-TOIC commanders to effectively deploy resources to various hot spot areas to reduce and prevent crime
- Actively involved to deploy Crime Mapping / TAC - Automatic Vehicle Locator (AVL) technologies.
- Actively participated related with systems integration of ‘Gun Shot Detection System’ with ‘Surveillance Cameras’ and to automate Automatic Emergency Dispatch functions to streamline operations. Managed deployment of iRMC Integrated Resource Management Center, iSmart Interactive Situational Monitoring, Analysis, & Response Tool for effective management of resources utilization and real time access to RMS and CAD data for Strategic Analysis and Criminal Intelligence analysts.

LEADERSHIP

- Leadership skills - a capacity for “getting things done”
- Skills in negotiation, people management and team building
- Ability to devise technological solutions to improve productivity, efficiency, and achieve objectives.

Alfred H. Chesney III
Technology Specialist
Network (LAN/WAN) / Data Center Operations

Mr. Chesney has 16 years+ experience as a Network Administrator complemented by a degree in Bachelor of Arts and certifications in MCSE and CCNA.

- Data Center Operations
- Network Infrastructure LAN / WAN
- State Police, NCIC and AOC Network
- Mobile Technology

Mr. Chesney is the team leader managing the technical infrastructure supporting Camden County Police Department's operations. Mr. Chesney's extensive experience in LAN/WAN, Windows and Linux and other technologies e.g. Windows Server, Microsoft Exchange Server, TCP/IP, DHCP, DNS, VMware/vSphere and Cisco / Sonicwall architecture as well as managing network performance, monitoring and troubleshooting is demonstrated by systems at 99.9% availability for police operations and law enforcement initiatives for crime prevention and public safety.

Mr. Chesney's level of expertise from change management and large scale deployment to streamline processes and optimize systems availability and reliability during his more than 13 years in various industries provides an insight to further improved technical infrastructure supporting mission ions.

Mr. Chesney provides an insight of his technical and institutional knowledge to further improve current technical infrastructure by providing adequate redundancy to support mission critical systems for CCPD operations.

In addition to his technical expertise, Mr. Chesney has certifications as a Firefighter II, Instructor II, Outdoor Emergency Care (OEC), and Emergency Management Technique (EMT).

Mr. Chesney is a member of AOPA, Harmony Lodge F&AM and multiple volunteer fire and rescue organizations.

IT experience including a track record of managing IT projects, clarifying business requirements, performing gap analysis between goals and existing procedures/skill sets, and designing process and system improvements to increase productivity and reduce costs. Mr. Chesney's strong interpersonal skills, highly analytical mindset and willingness to assume additional roles (as needed) to get the job done.

Network Administrator, Camden County Police Department
July 2013 to Present (Consultant)

Manages and coordinates day-to-day management of CCPD technical infrastructure supporting mission critical systems by maintaining 40+ physical servers; 400+ devices; Websense Unified Secured Gateway V10000 / email filtering; Cisco ASA 5500 / Cisco 3750 switch stacks. Extensive experience in Windows Server, DHCP, VMWare / vSphere, DNS, Cisco / SonicWALL, MS Exchange Server, VPN/SSL/IPEC etc.

Alfred H. Chesney III
Technology Specialist
Network (LAN/WAN) / Data Center Operations

Some of the key responsibilities are as follows:

- Maintain and administer computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations
- Plan, coordinate, and implement network security measures to protect data, software, and hardware
- Monitor network performance to monitor the performance of computer systems and networks and to determine where changes need to be made
- Diagnose, troubleshoot, and resolve hardware, software, or other network and system problems, and replace defective components when necessary
- Configure, monitor, and maintain email applications supported by virus protection software
- Configure, monitor and manage MS Exchange; handle DKIM/OWA/Outlook anywhere inside and out
- Monitor and manage changes to improve systems and network configurations, and determine hardware or software requirements related to such changes
- Perform routine network startup and shutdown procedures, and maintain control records.

Network Administrator / IT Consultant

Jan 2000 to June 2013, Private Consultant / Contract Employee

Maintained computing environments by identifying network requirements, installing upgrades & monitoring network performance.

- Established network specifications by conferring with users; analyzing workflow, access, information, and security requirements; designing router administration, including interface configuration and routing protocols.
- Evaluated network performance issues including availability, utilization, throughput, good put, and latency; planning and executing the selection, installation, configuration, and testing of equipment; defining network policies and procedures; establishing connections and firewalls.
- Maintained network performance by performing network monitoring and analysis, and performance tuning; troubleshooting network problems; escalating problems to vendor.
- Liaison with vendors; developing, testing, evaluating, and installing enhancements.

EDUCATION, CERTIFICATION & ASSOCIATIONS

- 2013 IT Security Awareness Training for CJIS, Camden County Police Department
 - 2002 SUNY Rockland College, Suffern, New York
 - CCNA Certification
 - 2002 Solartec, North Hackensack, New Jersey
 - CompTIA A+ Certification
 - MCSE Certification
 - 1994 Centenary College, Hackettstown, New Jersey. Bachelor of Arts
 - Currently a member of: AOPA, Harmony Lodge F&AM, Multiple Volunteer Fire & Rescue Organizations
 - Additional Certifications: OEC, EMT, Private Pilot License, Firefighter II Instructor
-

Jeffrey Locke
Network Administrator

Network Administrator with more than fifteen (15) years of in network administration while working with Camden County Police Department, US Navy and Dell Services.

Education

Master's Degree in Homeland Security-Information Security & Forensics

Penn State University: December 2015

Bachelors of Science in Information

Technology South University: June 2010

Certificates

- United States Navy Technical School
- Computer Science Studies
- Business Management Studies
- Microsoft Certified Professional

Skills

- Microsoft Office Suite/Microsoft Operating Systems
- System Documentation, Inventory and Standard Order of Procedure and policy creation
- Help Desk / end-user LAN/Hardware/Software support
- LAN Design/Implementation/Maintain/Configuration/Administration
- CITRIX and VPN based mobile/remote computing solutions
- CISCO Switches, 3750 G and X
- VMWare, VSphere 5.5
- Net Vault 9.2 +
- Windows Deployment Server
- Log Rhythm
- KACE 1000
- KACE 2000
- Ghost
- Active Directory, DNS, IP, DHCP
- Print Server
- Call Center Operations
- Administer MS Exchange, AD, Server 2003, 2008, 2012, SharePoint;
- Administer VMWare & RHEL, SQL,SAN;
- Administer backups and replication;
- Administer Cisco; routing, switching, etc.
- Manage 3rd part applications and services;
- Respond to Help Desk escalations;
- Performs relate work as required by position.
- Cisco professional level experience (CCNP);
- Experience with Cisco IOS;
- Security experience (CISSP, Security+);
- MS SharePoint administration;
- MS Server, Active Directory, Exchange 2008+;
- PowerShell scripting experience;
- Linux Admin experience (RHEL, CentOS);
- Virtual Local Area Networks (VLANs);
- Strong troubleshooting skills;
- Ability to work collaboratively in a team environment;
- Ability to effectively represent the information technology group when interacting with various departments at an executive level.

Jeffrey Locke
Network Administrator

Experience

Locke Computer Solutions

Network Administrator (Camden County Police Department)

01/14 –Present

- Net Vault Backup Administrator
- Server Administrator of 25 physical and 50 virtual servers
- Police Scheduling System Administrator (POSS)
- Picture Link Administrator
- Avaya Phone Administrator, PBX
- 8 contracts (dental, security, electrician and Police Department)
- Carbonite Backups
- Office 365 administrator
- Administrator, Maintain, and implement software and hardware for over 700 users
- Monitor systems performance & recommend changes
- Cat5, 6 cable installer and patch panels
- Solve complex issues independently to maintain clients readiness
- AVL/Think GIS
- CAD applications such as: LEAA (by General Dynamics)
- Dentrix installing, configuration and implementation
- Dexis installing, configuration and implementation
- Maintain and administer computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations;
- Plan, coordinate, and implement network security measures to protect data, software, and hardware;
- Monitor network performance to monitor the performance of computer systems and networks and to determine where changes need to be made;
- Diagnose, troubleshoot, and resolve hardware, software, or other network and system problems, and replace defective components when necessary;
- Configure, monitor, and maintain email applications supported by virus protection software;
- Configure, monitor and manage MS Exchange; handle DKIM/OWA/Outlook anywhere inside and out;
- Monitor and manage changes to improve systems and network configurations, and determine hardware or software requirements related to such changes;
- Perform routine network startup and shutdown procedures, and maintain control records;
- Perform disaster recovery operations;
- Gather data pertaining to customer needs, and use the information to identify, predict, interpret, and evaluate system and network requirements;
- Verify at all times that the department's integrated technology systems are in good working order.
- GPO

Network Engineer, Dell Services Federal Government

07/08-1/14

- Install systems upgrades on over 1000 systems a year
- Manage disaster recovery procedures
- Monitor system performance & recommend changes
- Perform selective backup systems on five LAN application servers

Jeffrey Locke
Network Administrator

- Solve complex issues independently to maintain Coast Guard readiness
- Set up and use disaster recovery procedures in accordance with appropriate plans
- Routinely required to quickly solve complex issues, independently, to maintain Coast Guard asset readiness
- Was able to grasp in a timely manner to help manage and maintain telephone systems, backbone cabling, fiber and administrative documentation for telecoms assets (five separate locations)
- Plan and implement network upgrades on all systems
- Design LANs for remote sites
- Maintain and administer computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations;
- Plan, coordinate, and implement network security measures to protect data, software, and hardware;
- Monitor network performance to monitor the performance of computer systems and networks and to determine where changes need to be made;
- Diagnose, troubleshoot, and resolve hardware, software, or other network and system problems, and replace defective components when necessary;
- Configure, monitor, and maintain email applications supported by virus protection software;
- Configure, monitor and manage MS Exchange; handle DKIM/OWA/Outlook anywhere inside and out;
- Monitor and manage changes to improve systems and network configurations, and determine hardware or software requirements related to such changes;
- Perform routine network startup and shutdown procedures, and maintain control records;
- Perform disaster recovery operations;
- Gather data pertaining to customer needs, and use the information to identify, predict, interpret, and evaluate system and network requirements;
- Verify at all times that the department's integrated technology systems are in good working order.

Network Administrator, Etekcapital 12/03-07/08

- Researched networking & application solutions for deployment
- Prepared computer systems for distribution to end-users for over 20 workstations
- Created & maintained company intranet site
- Maintain and create user accounts and policies within Active Directory
- Set group policies for Network
- Provide user phone and desk side support as needed.

Network Supervisor, United States Navy

02/98-12/03

- Organized implementation & configuration of Battle Force e-mail
- Ensured continuous operations of eight secure & non-secure servers for over 150 workstations
- Achieved rare accomplishment of E-6 ranking under 4 years
- Responded to catastrophic outage of entire server
- Conducted detailed analysis of all Automated Data Processing

MISCELLANEOUS

- Cabling skills – RJ 45, cat 3, 5, 6, fiber,
- Fiber termination, RJ 45 terminations, terminate on telephone backbone cabling
- Fluke Technology testing equipment to test fiber and cabling connectivity
- Installation of security cameras

Michael Coleman
Systems Administrator / Sr. Computer Technician

Mr. Coleman has 5 Years + experience as a Systems Administrator supporting 50 virtual servers and more than twenty (20) networking devices and wireless devices supporting 180+ vehicles.

Mr. Coleman experience in upgrading PC's, operating system upgrade and handling first level support issues related with mobile devices on both LAN / WAN environment provides an added advantage to handle issues related with MDT's install on patrol vehicles and system users accessing systems supporting police officers.

Mr. Coleman is a key member of the IT Support team to liaise with 3rd party vendors providing wireless technology to ensure 3G / 4G modems are configured appropriately to provide uninterrupted connectivity to police vehicles supporting law enforcement initiatives.

Mr. Coleman has gained extensive experience in routing and switching, Cisco ASA routers, Windows XP/7/8 and Server 2003/2008. In addition, Mr. Coleman is actively involved to manage and monitor mobile devices connectivity to wireless technology deployed to support CCPD operations.

Mr. Coleman has developed protocols to manage IT Assets using Track IT Software and also to manage tickets issued by system users.

Sr. Computer Service Technician / System Administrator, Camden County Police Department
July 2013 to Present

Key responsibilities includes Mobile Devices for Police Officers, consisting of 180+ vehicles comprised of patrol and stealth vehicles as well as Mobile Command Posts.

- Equipment Inventory
- Geo Tracking Systems
- Wireless Communications
- LPR System Maintenance
- Users Accounts & Security
- Systems Updates & Upgrades
- Licensing Administration
- MDT Installation & Maintenance

Education & Certifications

- Bachelor's Degree, Wilmington University, Computer Network Security, 3.8 GPA
- A+ Certification
- Network+ Certification

Michael Coleman
Systems Administrator / Sr. Computer Technician

Technical Support / Field Tech, CPS Computer Services, May 2013 to July 2013

At CPS Computer Services my regular assignments would include servicing PCs, virus removal, upgrading, and general cleaning. I also dealt with a lot of laptop repair and parts replacement.

Technical Support, Global Tech Point of Sale, February 2012 to March 2013

At Global Tech PoS I handled the bulk of the tech support work. My daily tasks involved providing technical assistance to restaurant point of sale customers. I always ensured the customer was satisfied with the service I provided prior to departure.

While working at the Camden County Police Department and earlier at Global Tech, CPS computer services, Michael has an extensive technical experience in following technologies:

- Routing and Switching; Server migrations and upgrades.
- CISCO ASA Routers
- Ghost, Sysprep, FOG
- Call Center Operations; Trend Micro Scan and Antivirus
- Data Backup & security, NFS
- Active Directory, DNS
- Think GIS / AVL
- InfoCop
- 3G/4G Modems

Technical Skills

- | | | |
|---------------------------------------|---|--|
| • Virtualization, VMware, Hyper-V | • McAfee, Norton, Trend Micro Antivirus | • HP, Ricoh Printers/Copiers |
| • Cisco and Dell Routing and Switches | • CCTV & IP Cameras | • Think GIS (AVL) |
| • Dell Kace 2000, Ghost, Sysprep, FOG | • User Training | • Shot Spotter |
| • Firewalls and DMZs | • Call Center Operations | • Info Cop. |
| • Windows XP/7/8, Ubuntu | • Microsoft Office Suite | • VPNs |
| | • Data Back-up & Security, NFS | • Server 2003/2008/2012, Ubuntu, Linux |
| | • Active Directory, DNS | |
| | • IP, DHCP | |

Lt. (Ret.) Jose Rodriguez
Business Analyst

Professional Summary

Over 20 years' experience in 'urban policing' including supervisory, strategic analysis, system requirements analysis, quality assurance and real time tactical operation supporting law enforcement operations.

- Strategic analysis and identification of established and emerging crime trends;
- Compstat – Computer Statistical Analysis, ESRI ARC-GIS Crime Mapping;
- Quality assurance, systems integration and functionality testing supporting public safety technologies including - TAC/AVL Tactical/Automatic Vehicle Locator, CCTV Systems, Gun Shot Detection System, LPR - License Plate Reader, CAD / RMS – Computer Aided Dispatch and Records Management System;
- Veteran of the United States Navy, including active deployment during Operations "Desert Storm" and "Provide Comfort" as a rank of E-5.

Work Experience

Business Analyst, Ozitus International Inc. (2015-current)

Strategized and developed requirements transitioning of the current CAD / RMS System and identify requirements of all inter related public safety systems supporting police operations at the Camden County Police Department. Actively participated during the logical data warehouse design to analyze relevant data from various sources for crime prevention, intelligence, and situational awareness. Participated as a TQM member of the project team to streamline workflow for searching archived 'records management system reports' as discoverable documents.

Camden City Police Department/Camden County Metro Police Department (1993 to 2014)

Strategic Analysis: directing and supervising the day-to-day operations of the strategic analysis and managing all aspects of the department's integrated public safety technologies. In addition, responsible for evaluating outcomes supporting police operations e.g. field operations, dispatch center and Real-Time Tactical Operations.

Secondary Employment Manager: responsible for supervising and coordinating all secondary police employment authorized under the municipal code of Camden City as well as ensuring all department policies are followed, payroll is processed and activities are consistent with contractual agreements.

Auto Theft and Impound Unit Supervisor: responsible for supervising the investigation of stolen vehicles, towing of abandoned vehicles and the disposition of all impounded vehicles.

Lt. (Ret.) Jose Rodriguez
Business Analyst

Education, Professional Training

- Woodrow Wilson High School (1983)
- Enlisted Navy Basic Aviation Training (1985)
- Aviation Ordnance class "A" School (1985)
- AE-6B Jet Armament Systems (1986)
- AH-1W Helicopter Armament Repair (1987)
- Electrical Connector Repairs (1988)

Exceptional Work Experience

- Fatal Crash Team Investigator (2006-2013)
- Traffic-Motorcycle Operator (2003-2007)
- Mounted Officer (1996-1998) (2002-2003)
- Patrol Officer (1998-1999)
- Special Operations Officer (1993-1996)

Training / Professional Development

- Work Center Supervisor Management course (1990)
 - Camden County College Police Academy Basic Recruit Training (1993)
 - Interviewing & Interrogation (2004)
 - Rutgers Targeting Violent Crime GIS (2012)
 - Official Commendation - Unit Citation (May 5, 2004)
 - Meritorious Service Award (May 25, 2007)
 - Official Commendation- Unit Citation (May 30, 2008)
 - Community Service Award (April 2011)
 - BI Tools - Tableau (2015)
-

Rajinder K Bhasin,
Project Manager

Mr. Bhasin has 23 Years+ experience in data processing environment complemented by a degree in MS Operations Research and Bachelor of Science in Mathematics. Mr. Bhasin is certified Project Management Professional (PMP), by the Project Management Institute.

Mr. Bhasin has more than 6 years' experience working in law enforcement environment developing custom program to support mission critical systems. Mr. Bhasin has 8 years+ experience as a Consultant complemented by 15+ years as a Systems Analyst / Programmer.

Mr. Bhasin has an outstanding accomplishments and expertise in system analysis, systems design and applications development. Mr. Bhasin has worked with various industries i.e. law enforcement, banking, pharmaceutical and communications. Expert in gathering, analyzing and defining business and functional requirements, leading data-modelling and process-mapping initiatives; and designing/re-engineering processes, workflows and technology solutions for systems. Proven ability to lead seamless implementations and deliver business critical applications within budget and on-schedule.

Since 2010, worked at the Camden Police Department as a software analyst (Consultant) to develop custom reports by enhancing current CAD / RMS system capabilities to further assist police operations for effective decision making supporting patrol, community safety and investigative bureau.

Mapped General Dynamic – CAD/RMS LEAA System – SQL Server entity relationship and search engines for data query and data extraction to interface with other systems. Participated in design review meetings to improve system efficiency and data integrity.

TECHNICAL EXPERIENCE:

- | | |
|--|--|
| ▪ Development of Business Applications | ▪ Web Application Development |
| ▪ Data/Business/Systems Analysis | ▪ Major Software/Systems Implementations |
| ▪ Data Flow & Process Mapping | ▪ Testing/Debugging/Scripting |
| ▪ SQL Queries & Data Modeling | ▪ Technical Writing (Manuals/System Specs) |

While working with AT&T, Bowery Savings Bank, Barclays Bank and Philip Morris, worked on mission critical projects. Expertise in SQL server environment to review and enhance data processing capabilities; extracted data from different applications to create or update master records in SQL server batch/real-time environment. Developed management information systems using various programming tools e.g. T-SQL, COBOL, DB2 and Focus etc.

In addition, possesses a strong educational base with a Master's Degree in Operations Research, which provides the flexibility to work with both technical and non-technical personnel.

EDUCATION:

- Masters of Science in Operations Research, University of Delhi, India
- Bachelor of Science in Mathematics, University of Delhi, India.

CERTIFICATION:

- SAS Programmer for SAS 9 - 2007
- PMP (Project Management Institute) - 2007

Ravinder S. Kamal
SQL Programmer

SUMMARY

- 27+ years of extensive experience in strategic systems analysis including development methodology, business case analysis, data processing and information management, and strategic information systems architecture and technical support
- Particular strength in system construction and methodology definition to support application development
- Extensive hands on experience in all phases of the system development life cycle, including strategic information planning, business systems analysis, business systems development, testing, and implementation
- Extensive experience across multiple platforms, including embedded systems, telecommunications software, real-time applications, eCRM, EDA GUI, biomedical devices, multithreaded application development, client/server and/or web application legacy systems, Data warehouse, multi-tier architectures, Microsoft SQL Reporting Services, Microsoft Project Server, Microsoft Sharepoint Services, web solutions, Service Oriented Architecture (SOA), Object Oriented Programming and Web Services. Particular strength in using knowledge of these multiple environments to design and implement enterprise architecture solutions for complex businesses
- Ability to develop Service Oriented Architecture (SOA) that provides methods for systems development and integration where systems package functionality as interoperable services
- Business workflows - Microsoft Office SharePoint Server 2007/2010, Windows SharePoint Services 3.0, and SharePoint Designer 2007/2010; Document Management, Business Processes and Forms, Workflows, Business Connectivity Services and Business Intelligence.

EDUCATION

- MS Computer Science
- Microsoft SharePoint

PROFESSIONAL EXPERIENCE

- Worked on .Net/SQL and .Net/Oracle connectivity components; database tuning and archiving.
- Unit testing and integration testing; error management system to minimize down time of the application
- Build process for all releases; used Team Foundation Server (TFS), CVS, VSS for source control, data collection, reporting, and project tracking
- Developed business logic using Web Services and Window Services for user data and XML data
- Created XML data and XML schema and imported schema into Word and Excel
- Developed user interfaces for the application using WinForms and populated Winform controls with ADO.net, Entity Framework; developed Service Oriented Architecture (SOA) that provided methods for systems development and integration where systems package functionality as interoperable services
- Developed reports which could be accessed remotely through .NET remoting services
- Designed and developed components to access SQL Server 2008
- Environment: C#, ASP.NET, LINQ, AJAX, Visual Basic , VBScript , Visual Studio 2005/2008/2010, SQL Server 2005/2008, DB2, Oracle, JavaScript, CSS, HTML, SOAP, WSDL, ADO.NET, Silverlight, Tableau, Expression Blend 4.0, MVVM, MVC, Telerik.
- Used **Infragistics** for User Interface (UI) controls and components for .NET, ASP.NET, Windows Forms, WPF, WCF, and Silverlight.
- Created C# based class library to generate data services tier extensively using ADO.NET
- Created custom exception class using system .NET framework;
- Developed modules using .NET framework 3.5/4.0, WPF, WCF, Web Services , WWF, WS-Security, C#, Java, VB.NET, AJAX, C++, JQuery, CSS3, JQuery, ASP.NET, Telerik, Ajax, JavaScript, and SQL.

Shruthi Kotha
Data Warehouse Developer

Professional Summary

- More than 5+ years of experience in Database Design, Business Intelligence and Development.
- Microsoft SQL Server 2012/2008/2005 in Law Enforcement, Energy, Retail, Financial, Insurance, Health Care and Service industries.
- Experience in installing, configuring, managing, upgrading, and troubleshooting SQL Server.
 - Transact SQL (T-SQL), Integration Services (SSIS), Analysis Services (SSAS) and Reporting Services (SSRS).
 - Creating effective triggers, and useful functions to facilitate efficient data manipulation and consistent data storage according to the business rules using SQL Server.
 - Unit and functional testing of at various levels of the data warehouse lifecycle.

Education Qualification

Masters in Computer Sciences, University Of Central Missouri

Technical Skills

Operating System	WINDOWS XP, WINDOWS 7, WINDOWS 8, WINDOWS 2003, UNIX, Linux.
Programming Skills	T-SQL, PL/SQL, C, C++, C#, ASP .NET , JAVA, HTML, XML , JS , VB Script
Databases	MSSQL Server (2000, 2005, 2008, 2008R2, 2012), Oracle 8i/9i/10g
DWH/BI Tools	SSIS, SSAS, SSRS, Visual Studio, Tableau , Informatica , Qlikview
Packages	MS Visio , MS Project , MS Office
Tools/Utilities	SSMS, Excel Power Pivot, Erwin 4.0, AutoSys, Visual Source Safe, SVN, TFS

Camden County Police Department, Nov 2015 - Present

Data Warehouse Developer

- Installed SQL server 2014 and Business Intelligence components,
- Analyzed CPD reporting system and Created physical data warehouse,
- Implemented ETL process to import data from various source systems,
- Source data analysis, design and development of SSIS packages to load the data from various data sources,
- Worked on designing various workbooks and dashboards using Tableau.

United Health Group, July 2012 - Dec 2013; Ameriprise, Aug 2010 – June 2012; Cognizant June 2009-July 2010

Sr. SQL Developer, Business Intelligence Developer, SQL Programmer Analyst

- SQL database for Member Portal, to ensure its functionality and optimal use,
- Database upgrade from SQL Server 2005 to SQL 2008,
- Tablix Reports, Matrix Reports, charts and reports using SQL SRS Services,
- Created OLAP reports, cubes to analyze database using MDX scripts and SSAS,
- SQL – SSRS, Crystal Reports delivering enterprise and Web-enabled reporting,
- SQL SSIS Packages to extract data from MS Access, Excel spreadsheet, and flat files,
- Ad-hoc reports from existing systems using SQL Reporting Services,
- Created SQL packages, procedures, functions, triggers, alerts, scripts for automation,
- Converting all existing DTS package of MS SQL 2000 to 2005 by adding extra SSIS task.
- Defined cubes, dimensions, user hierarchies, in an OLAP environment,
- Data modeling and SQL tuning, including optimization of SQL queries,



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10. Business Registration Certificate



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: OZITUS INTERNATIONAL INC.

Trade Name:

Address: 26 HAMTON CT EAST
ROBBINSVILLE, NJ 08691

Certificate Number: 0648209

Effective Date: April 17, 2001

Date of Issuance: May 02, 2016

For Office Use Only:

20160502155501776



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11. Statement of Ownership Disclosure

SPECIFICATIONS & INSTRUCTIONS

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: OZITUS INTERNATIONAL INC.

Organization Address: 26 HAMTON CT. E, ROBBINSVILLE, NJ 08691-3641

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): S-Corporation Inc.

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
VIJAY K. VERMA	26 HAMTON CT, EAST, ROBBINSVILLE, NJ 08691
RENU VERMA	26 HAMTON CT. EAST, ROBBINSVILLE, NJ 08691

SPECIFICATIONS & INSTRUCTIONS

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a Proposer has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *City of Atlantic City* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *the City* to notify the *City* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *City* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	VIJAY K. VERMA	Title:	PRESIDENT.
Signature:	Vijay Verma	Date:	2/20/17



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12. Non Collusion Affidavit

SPECIFICATIONS & INSTRUCTIONS

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS

COUNTY OF ~~CAMDEN~~)
MERCER

I VIJAY K. VERMA of ROBBINSVILLE in the county of MERCER and the State of NEW JERSEY, of full age being duly sworn according to law on my oath, depose and say that I am, PRESIDENT of the Firm of OZITUS INTERNATIONAL INC. the Proposer making the Proposal for the herein project, and that I executed the said Proposal with full authority to do so, that said Proposer has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the City of Atlantic City relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said project.

I warrant that no requirement or commitment was made in reference to any political contribution to any party, persons, or elected official and that no undisclosed benefits of any kind were promised to anyone connected with City government or any political party in reference hereto.

I warrant that no member, partner, official, officer, stockholder or anyone having interest in this firm has any interest of any amount or nature as to another firm, partnership, corporation, company, group, etc., making a bid on said project.

I further warrant that no person or selling agent has been employed or retained to solicit or secure contract such upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; except bona fide employees or bona fide established commercial or selling agencies maintained by VIJAY K. VERMA.

Name of Contractor

SPECIFICATIONS & INSTRUCTIONS

Continued.....

I further warrant and represent that I have never been convicted of or acknowledge nor admitted to any payment of kickbacks or unlawful gifts to any government official or employee for which conduct the City of Atlantic City deems me disqualified from doing business with the City of Atlantic City under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony of behalf of the prosecution in the course of a judicial inquiry.

Sworn and subscribed to before me
the 23rd day of February, 2017

[Signature]
Signature of Notary Public

Notary Public of New Jersey
My Commission Expires 12/6/2021

[Signature]

Signature of Affiant

VIJAY K. VERMA
Print/Type Name of Affiant

SYED AHMAD RAZA Notary Public State of New Jersey My Commission Expires Dec. 6, 2021 I.D.# 2353284

SPECIFICATIONS & INSTRUCTIONS

PROPOSER SHALL COMPLETE THIS PAGE

1. If the proposer is an **LLC**, sign name and give address:

Name: _____

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

2. If individual has a **TRADE NAME**, give such trade name:

Trading as: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

3. If the proposer is **INCORPORATED**, give following information:

State under whose laws incorporated: NEW JERSEY

Location of principal office: 26 HAMTON CT, EAST
ROBBINSVILLE, NJ 08691-3641

Telephone No & Area Code: (201) 401-3980

Fax No & Area Code: (609) 249-2343

4. If proposer is a **PARTNERSHIP**, state names of partners and firm name:

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

5. Agent in charge of said office whom notice may be legally served:

Name: VIJAY K. VERMA

Telephone No & Area Code: (201) 401-3980

Fax No & Area Code: (609) 249-2343

Name of Corporation: OZITUS INTERNATIONAL INC.

By: VIJAY K. VERMA

Title: PRESIDENT

Address: 26 HAMTON CT, E, ROBBINSVILLE, NJ 08691-3641

Telephone No & Area Code: (201) 401-3980

Fax No & Area Code: (609) 249-2343

NOTE: Item #5 shall be completely filled in.



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13. Disclosure of Investment Activities in Iran

SPECIFICATIONS & INSTRUCTIONS

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: 17-03

Proposer: OZITUS INTERNATIONAL INC.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:

☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☒ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: N/A Relationship to Proposer N/A

Description of Activities N/A

Duration of Engagement N/A Anticipated Cessation Date: N/A

Proposer/Offeror Contact Name N/A Contact Phone Number N/A

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Atlantic City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Atlantic City, New Jersey and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) VIJAY K. VERMA Signature: Vijay Verma

Title PRESIDENT Date: 2-20-2017



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14 Certificate of Employee Information Report

SPECIFICATIONS & INSTRUCTIONS

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE REQUIREMENTS

**PROPOSERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF
N.J.S.A. 10:5-31 et seq. AND N.J.A.C. 17:27 AND ORDINANCE NO. 24 OF 1993**

ALL PROPOSERS are required to submit the Schedule of Good Faith Effort for Utilization of Minority and Women Business Enterprise Program for Contractors and/or supplies.

ALL PROPOSERS are encouraged to hire Atlantic City residents and use Atlantic City Contractor, Sub-Contractors and Merchants if awarded this contract.

ALL PROPOSERS shall write the following office's for technical assistance before submission of this qualifications package, if assistance is needed. All requests for assistance & responses thereto shall be in writing.

ALL PROPOSERS that have received a NJ Certificate of Employee Information Report shall enclose a copy of same with this qualifications package. All others shall contact the Public Agency Compliance Officer (P.A.C.O.)

CONTACT INFORMATION:

City Solicitor's Office, Room 406
Karl Timbers, Esq.
Public Agency Compliance Officer
Telephone (609) 347-5540
Fax (609) 347-5210

If awarded this contract your company/firm shall be required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Law against Discrimination in Public Contracts.



State of New Jersey

OFFICE OF THE STATE TREASURER
TREASURY DEPARTMENT
PO BOX 287
TRENTON, NJ 08646-0287

STATE OF NEW JERSEY
OFFICE OF THE STATE TREASURER
TREASURY DEPARTMENT
PO BOX 287
TRENTON, NJ 08646-0287

Certification 52076

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2014 to 15-JAN-2021

OZITUS INTERNATIONAL INC.
26 HAMTON CT EAST
ROBBINSVILLE

NJ 08691



Andrew P. Sidamon-Eristoff
State Treasurer

1. The first part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the Corporation. The names are as follows:

2. The second part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the Corporation. The names are as follows:

3. The third part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the Corporation. The names are as follows:



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15 Small Business Set-Aside MWBE Certification

SCHEDULE OF MINORITY BUSINESS ENTERPRISE (MBE)
FEMALE BUSINESS ENTERPRISE (FBE)
CONTRACTORS/SUPPLIERS

PROPOSER SHALL COMPLETE THIS FORM AND SUBMIT WITH PROPOSAL PACKAGE.

PART I: SCHEDULE OF MINORITY CONTRACTORS AND/OR SUPPLIERS

Any substitution of a MFBE identified on this schedule shall be for good cause and on written notice to the Public Agency Compliance Officer. Any substitution for MFBE Sub Contractors and/or suppliers shall be by a certified MFBE Sub Contractor and/or Suppliers with the written prior approval of the Public Agency Compliance Officer.

INSTRUCTION: Fully explain all efforts taken to meet the minimum minority contractors and/or suppliers participation which shall include: letters, phone calls, communications sent to minority firms, sources and/or contracts, etc. Documentation of all efforts shall be required.

MINIMUM GOOD FAITH CONDITIONS



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

FORD M. SCUDDER
State Treasurer

KIM GUADAGNO
Lt. Governor

CERTIFIED

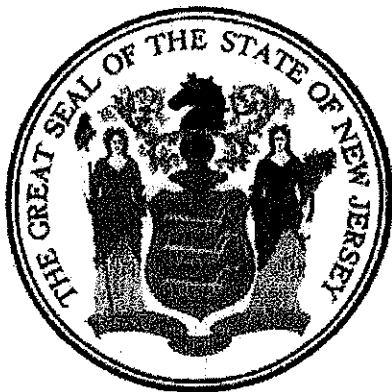
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **OZITUS INTERNATIONAL INC** is a **MWBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: November 23 2016
Certificate Number: 68695-13

Expiration: November 22, 2019



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16. Mandatory Equal Employment Opportunity Language

SPECIFICATIONS & INSTRUCTIONS

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

Nyay Verma
2/28/17

SPECIFICATIONS & INSTRUCTIONS

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report

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

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

Nancy Veruz
2/20/17



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17 Americans with Disabilities Act

SPECIFICATIONS & INSTRUCTIONS

AMERICANS WITH DISABILITIES ACT

Contracting Language

Equal Opportunity for Individuals with Disabilities

The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT" 42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the preference shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arises out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if, the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the Contractor, its agents, servant, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Nyaji Veru
2/28/17



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18. W-9 Request for Tax Payer Identification Number & Certification

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. VIJAY K. VERMA	
2 Business name/disregarded entity name, if different from above OZITUS INTERNATIONAL INC.	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ 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) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 26 HAMTON CT, EAST	Requester's name and address (optional)
6 City, state, and ZIP code ROBBINSVILLE, NJ 08691-3641	
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign Here	Signature of U.S. person ▶ Vijay Verma	Date ▶ 2/20/17
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





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19. Specifications & Instructions (Ordinance)

Ordinance

Approved as to Form and Legality on Basis of Facts Set Forth
Factual contents certified to by

Council Members ALL COUNCIL Present the following Ordinance:

WHEREAS, the Division of Local Government Services of the New Jersey Department of Community Affairs and the City of Atlantic City have entered into a Memorandum of Understanding to implement a plan of limited supervision dated November 20, 2010; and

WHEREAS, it is the stated purpose by the parties to make additional progress in reforming the City's finances; and

WHEREAS, the Director of the Division of Local Government Services and the City of Atlantic City agree that the conditions and processes set forth in the Memorandum of Understanding represent a sound and reasonable plan of State assistance; and

WHEREAS, the subject Memorandum of Understanding requests the City of Atlantic City within three (3) months of a Memorandum of Understanding execution to adopt a pay to play ordinance pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) to authorize a municipality to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limit the contributions that the recipient of such a contract can make during the contract term; and

and WHEREAS, it is in the interest of good government, the people and the government of the City of Atlantic City desire to establish a policy that will avoid the perception of improper influence and public contracting and local elections.

BE IT ORDAINED by the City Council of the City of Atlantic City as follows:

SPECIFICATIONS & INSTRUCTIONS

SECTION 1. DEFINITIONS AS USES IN THE ORDINANCE

- (a) "Campaign committee" means (i) every candidate for the City of Atlantic City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for the City of Atlantic city elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for the City of Atlantic City elective municipal office; (iv) every political party committee of the City of Atlantic City (v) every political party committee of the County of Atlantic; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Atlantic City municipal or Atlantic County elective offices or City of Atlantic City municipal or Atlantic County political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.
- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contractor" professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5.
- (d) For purposes of this ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such any entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporate, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors,

SPECIFICATIONS & INSTRUCTIONS

benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award or, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is uses in 11 U.S.A. 101(2).

SECTION 2 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Atlantic City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Atlantic City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any City of Atlantic City or Atlantic County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Atlantic city municipal or Atlantic County elections and/or Atlantic City municipal or Atlantic County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Atlantic City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or may any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Atlantic City, or a holder

SPECIFICATIONS & INSTRUCTIONS

of public office having ultimate responsibility for the award of a contract, or (ii) to any Atlantic city or Atlantic County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal or the completion of the performance or specified time period of that contract or agreement.

- (g) The monetary thresholds of this ordinance are: a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or 500 per a=calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Atlantic City; (ii) \$500 maximum per calendar year to an Atlantic County political committee of political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d) of "definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Atlantic City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Atlantic City of Atlantic County political committees and political party committees as described herein combined, without violating subsection (a) of this section.
- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contracts shall be (i) the City of Atlantic City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Atlantic city, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform

SPECIFICATIONS & INSTRUCTIONS

substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 3 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this ordinance shall be deemed to give rise to a violation of this ordinance.

SECTION 4 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowed under the provisions of this ordinance if it were an initial contract.

SECTION 5 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecified Services from any Business Entity, the City of Atlantic City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she it has not made a Contribution in violation of Section 1 of this ordinance. The City of Atlantic City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statements has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Atlantic City any contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The city of Atlantic City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Atlantic City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SPECIFICATIONS & INSTRUCTIONS

SECTION 6 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such contribution.

SECTION 7 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20, et seq.

SECTION 8 - PENALTY

- (m) It shall be a material breach of the terms of the City of Atlantic City's agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a contribution in violation of this ordinance; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Atlantic City, or a holder of public office having ultimate responsibility for the award of a contract, or any Atlantic City or Atlantic county political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this ordinance; or (viii) directly or indirectly, through

SPECIFICATIONS & INSTRUCTIONS

or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this ordinance.

- (n) Furthermore, any Business Entity that violates Section 7 (a) (ii-viii) shall be disqualified from eligibility for future City of Atlantic City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with other person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the city of Atlantic City.

SECTION 9. Any ordinance or parts of any ordinance inconsistent with the provisions of this ordinance are hereby repealed to the extent to such inconsistency.

SECTION 10. This ordinance shall take effect immediately upon its final passage and publication as provided by law.

SPECIFICATIONS & INSTRUCTIONS

RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MOORE	X					
GILLIAM	X						RANDOLPH	X				X	
MANCUSO				X			SMALL	X					
MASON	X					X	TIBBITT	X					
MARSH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...FEBRUARY 9, 2011.....

Adopted on second and final reading after hearing on...FEBRUARY 23, 2011.....

Approved By.../s/...LORENZO T. LANGFORD....Date...3-04-2011.....By Council.....Ride _____
 Mayor Aye Nay

RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MOORE	X					
GILLIAM	X						RANDOLPH	X				X	
MANCUSO				X			SMALL	X					
MASON	X					X	TIBBITT	X					
MARSH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...FEBRUARY 9, 2011.....

Adopted on second and final reading after hearing on...FEBRUARY 23, 2011.....

Approved By.../s/...LORENZO T. LANGFORD....Date...3-04-2011.....By Council.....Ride _____
 Mayor Aye Nay

This is a Certified True copy of the Original Ordinance on file in the City Clerk's Office. .../s/ Rhonda Williams City Clerk

RECORD OF COUNCIL VOTE ON FIRST PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MOORE	X				X	
GILLIAM	X						RANDOLPH	X					
MANCUSO	X						SMALL	X					
MASON	X					X	TIBBITT	X					
MARSH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...FEBRUARY 9, 2011.....



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20. Acknowledgement of Receipt of Agenda

SPECIFICATIONS & INSTRUCTIONS

CITY OF ATLANTIC CITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u> (initial)	<u>Dated</u>	<u>Acknowledge Receipt</u>
<u>#1</u>	<u>2/22/17</u>	<u>2/22/17</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

☐ No addenda were received:

Acknowledged for: _____
(Name of Proposer)

By: Vijay Verma
(Signature of Authorized Representative)

Name: VIJAY K. VERMA
(Print or Type)

Title: President

Date: 2/22/17



Purchasing Department

Ste. #310 - City Hall
1301 Bacharach Blvd.
Atlantic City, NJ 08401-4603
Phone (609) 347-5390
Fax (609) 347-5250

To: All Prospective Proposers
From: Mary P. Mooney, Purchasing Agent
Date: 2/22/17
RE: **ADDENDA #1** - RFP #17-03

Information Technology Consulting & Support Services for the City of Atlantic City Municipal Buildings

Question: Please provide the name of the current vendor providing the same services and the last year expenditure.

Answer: *Ozitus International Inc. - \$34,000.00 for a 6 month period at an hourly rate of \$85.00.*

Question: Are there any not to exceed budget limitations for this project?

Answer: *The City does not release budget information.*

Question: Please provide the number of servers the City is using and their make and model.

Answer: *Physical Servers 40, Virtual Servers 75*

Make/Model

Dell R610

Dell R710

Dell R520

Dell 1950

Dell 2950

Dell 1850

Dell KACE

IBM AS400

IBM Netserver

Cisco UCS 5108

Cisco B200 M4

Question: Please provide the number of supported desktops? OS version(s) of desktops?
Answer: 675 desktops. OS Versions (XP: 12, Win7: 597, Win8: 10, Win10: 37)

Question: Please provide the number of supported laptops? OS version(s) of laptops?
Answer: 40 (Win7, Win8)

Question: How many IT help desk tickets are raised daily (average)? Weekly (average)? 2016 total?
Answer: 6 Daily, 38 weekly, 2000 yearly

Question: Please provide the current number of supported users.
Answer: 1300 users

Question: Please provide the current number of email accounts.
Answer: 1389 total

Question: Is the exchange server the current version? If not, what version.
Answer: 2 Exchange 2010 Servers Exchange

Question: Will the successful bidder be allowed to install their branded remote access software on computers and servers?
Answer: Submit information with RFP submission and will be taken under advisement.

Question: Is the current temporary IT Director staying?
Answer: The RFP opens the position up to all proposers.

Question: Please clarify hours of operation (section #3 on Page #9).
Shall proposers submit pricing based on 35 or 40 hours per week?
Answer: See Page 10 – Section B, #2: 8:30am – 4:30pm Monday thru Friday

Thank you for your cooperation.



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**21 RFP 07-13 Information Technology Consulting & Support Services for The
City of Atlantic City Municipal Buildings**

SEALED REQUEST FOR PROPOSALS:

**INFORMATION TECHNOLOGY CONSULTING & SUPPORT SERVICES
FOR THE CITY OF ATLANTIC CITY MUNICIPAL BUILDINGS**

In compliance with the Proposal Form and Specifications and Instructions, which may be obtained in the Office of the Purchasing Department, Room 310 - City Hall, 1301 Bacharach Blvd. Atlantic City, New Jersey 609-347-5390

Sealed proposals shall be received when called for by the Purchasing Board at its meeting to be held in the COUNCIL CHAMBERS, 2nd Floor, City Hall, 1301 Bacharach Blvd., Atlantic City, NJ on:

Tuesday, February 28, 2017 at 11:00 AM

Prevailing time, at which place and time such sealed proposals shall be publicly received and recorded.

Said proposals can be mailed or hand delivered to the City Clerk's Office, Room 704 City Hall, 1301 Bacharach Blvd., Atlantic City, New Jersey prior to the date and time stated.

The City of Atlantic City shall not be responsible for proposers' hand delivering proposals who arrive late or to the wrong location.

The City of Atlantic City shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring proposals.

It is strongly recommended that all interested parties attend a Pre-Proposal Meeting on Tuesday, February 14, 2017 at 1:00 pm in City Hall Council Chambers, 1301 Bacharach Blvd, 2nd Floor, Atlantic City.

The Council of the City of Atlantic City reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A: 11-13.2.

Mary P. Mooney
Purchasing Agent
R.P.P.O. – Q.P.A

RFP # 17-03

SPECIFICATIONS & INSTRUCTIONS

SECTION 1 – CONDITIONS APPLICABLE TO RFP

- A. The RFP and selected Proposer's submission may, by reference, become part of any formal contract between the City and Proposer resulting from this solicitation.
- B. Walkthrough of Facilities: Shall begin immediately following the Pre-Proposal Meeting.
- C. All comments and questions concerning this RFP shall be addressed in writing, via facsimile or mail, to the following:

**City of Atlantic City
1301 Bacharach Boulevard, Room 310
Atlantic City, New Jersey 08401
Attn: Purchasing Agent
Fax: 609-347-5250**

Question Deadline is no later than 9:00 AM on Wednesday, February 22, 2017.

- D. The City of Atlantic City is requesting Five (5) hard copies and one (1) digital copy (disc or flash drive) of your proposal package be submitted.
- E. To be considered for the award, Proposer shall be experienced and regularly in the business of providing the scope of services required by this RFP and shall be available for consultation.
- F. The City shall have the right to reject any or all proposals, reject a proposal not accompanied by the information required by the RFP, or reject a proposal which is in any way incomplete or irregular.
- G. Following the evaluation of submitted proposal, Proposer(s) may be requested to offer oral presentation to the City.
- H. This RFP does not commit the City to the awarding of a Contract.
- I. The Proposer shall be prepared to comply with all Affirmative Action laws, rules and regulations as same may be enacted or amended during the project. The successful Proposer shall execute a contract which shall be subject to New Jersey Public Law 1975, c. 127.
- J. Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Proposer and shall become the property of the City. There shall be no claims whatsoever against the City of Atlantic City, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

SPECIFICATIONS & INSTRUCTIONS

- K. THE CITY OF ATLANTIC CITY IS REQUESTING THAT A COPY OF YOUR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE BE SUBMITTED WITH YOUR RFP.

Revised Contract Language for BRC Compliance
Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provides goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of taxation, the use tax due pursuant to the State and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

- L. RFP responses shall remain open for a Sixty (60) day period from submitted date. The City may either award the contract within the applicable time period or reject all responses. The City reserves the right to waive any minor informality or irregularity in the RFP.
- M. The Proposer shall be prepared to comply with "Local Unit Pay-To-Play Law" (P.L.2004, c.19 as amended by P.L. 2005, C.51) and the City of Atlantic City Ordinance No. 11 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties" in excess of certain threshold shall be limited in its ability to receive public contracts.
- N. Proposers are advised that with respect to this RFP, no contact with City personnel in any way related to this solicitation is permitted.
- O. News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the City.
- P. The City and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the City does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information of this RFP.
- Q. The City of Atlantic City shall not pay any Federal, State or Local Taxes in the purchase of said services.

SPECIFICATIONS & INSTRUCTIONS

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Termination of Contract

If, through any cause, the successful proposer shall fail to fulfill in a timely and proper manner obligations/services under the Contract or if the successful proposer violates any requirements of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the City of any obligation for the balances to the successful proposer of any sum or sums set forth in the Contract.

The successful proposer agrees to indemnify and hold the City harmless from any liability to employees concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the City under this provision. In case of default by the successful proposer, the City may procure the articles or services from other sources and hold the successful proposer responsible for any excess cost occasioned thereby.

Challenge of Specifications

Any challenge to the RFP specifications shall be submitted, in writing, to the City Solicitor's Office **three (3) business days** prior to the RFP opening date, via certified mail or hand delivered. If the challenge is not submitted three business days prior to the RFP opening date, the challenge shall not be considered and is considered waived by the Proposer.

Non-payment of Penalties and Interest on Overdue Bills

Public funds shall be used to pay only for goods delivered or services rendered. The City of Atlantic City shall not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the City to pay additional fees.

Assignment of Contract

The successful proposer shall not and may not assign or sublet its contract in whole or in part without the written consent of the City.

SPECIFICATIONS & INSTRUCTIONS

Ownership of Material

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the successful Proposer for the purpose of assisting the successful Proposer in performance of this contract. All such items shall be returned immediately to the City at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first.

None of the documents and/or property shall, without the written consent of the City, be disclosed to others or used by the successful proposer or permitted by the successful proposer to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City upon completion of the project.

The successful proposer shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City. All information supplied to the City may be required to be supplied on CD-ROM/DVD or other media compatible with the City's computer operating system.

Insurance Requirements

Before commencing the work, and as a condition precedent for payment, the Consultant shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City of Atlantic City (City) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Consultant's operations under this Agreement.

This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Consultant, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the City of the Consultant's insurance obligations set forth herein. In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Consultant will defend and indemnify the City at the Consultant's expense.

SPECIFICATIONS & INSTRUCTIONS

Minimum of Liability

The Consultant shall obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Consultant shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage)
\$ 2,000,000 General Aggregate
\$ 2,000,000 Product/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury.

Contractual Liability that will respond to the Indemnification clause, shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in Scope of Services. As an alternative, the Consultant may provide Commercial General Liability Insurance with no General Aggregate. This policy must respond to bodily injury and property damage claims arising out of Professional Liability.

Professional Liability Insurance

\$ 1,000,000 Each Claim
\$ 2,000,000 General Aggregate

If policy is a claims-made form, Consultant shall identify known claims that affect the aggregate.

Comprehensive Automobile Liability Insurance

\$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage.
Coverage shall include all owned, non-owned and hired vehicles used by the Consultant.

Workers' Compensation and Employers' Liability Insurance

\$ 500,000 Each Accident
\$ 500,000 Each Employee for Injury by Disease
\$ 500,000 Aggregate for Injury by Disease.

If the Consultant is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate shall indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by state law.

Umbrella

\$ 5,000,000 per Occurrence
\$ 5,000,000 Aggregate.

Contractual Liability and the General Aggregate shall apply on the same basis as the primary insurance.

SPECIFICATIONS & INSTRUCTIONS

Additional Insured Status and Certificate of Insurance

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Consultant's Commercial General Liability Policy which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Consultant, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Consultant's Workers' Compensation policy if allowed by state law. Prior to commencement of work, Consultant shall submit a Certificate of Insurance in favor of the City and an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

No Limitation on Liability

In any and all claims against the Additional Insureds by any employee of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

Failure to Obtain/Maintain, Cancellation and Renewal

The Consultant shall maintain in effect all insurance coverages required under this Agreement at the Consultant's sole expense and with insurance companies acceptable to the City. In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Consultant, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Consultant will provide 21 days advance notice of the cancellation or non-renewal.

SPECIFICATIONS & INSTRUCTIONS

SECTION 2: PURPOSE & SCOPE OF SERVICES

2.0 Purpose

The intent of this RFP and resulting contract is to obtain information technology support services for the City of Atlantic City and its Municipal Buildings, which include the Atlantic City Police Department and Atlantic City Fire Department.

The City will award only to thoroughly trained and certified information technology service providers ("Vendor"). The City's information systems are engaged in activities which are directly related to public safety, convenience and necessity, and for this reason alone, only qualified Proposers shall be considered.

2.1 Background Information & Term

The City of Atlantic City seeks comprehensive proposals for the provision of qualified professional information technology support services. The successful firm shall demonstrate, through their proposal and references, the skills and abilities that are pertinent and necessary to effectively manage the information technology systems for the City of Atlantic City and its Municipal Buildings.

The specific extent and character of the information technology support services to be provided pursuant to this RFP shall be subject to the control and approval of the City.

Contract Term shall be for a one (1) year period with the option of two subsequent one year renewals.

2.2 Municipal Building Locations

All Municipal Buildings (Service Locations) include, but are not limited to, the following:

- **City of Atlantic City** – City Hall 1301 Bacharach Blvd, Atlantic City
- **Public Safety Building** – 2715 Atlantic Avenue, Atlantic City
(Police Department, Fire Department Administration, Municipal Court)
- **Fire Stations (6) Six:** 900 N. Atlantic Avenue
130 N. Indiana Avenue
734 N. Indiana Avenue
2700 Atlantic Avenue
4031 Atlantic Avenue
Fire Crash Rescue Station, Albany Avenue

SPECIFICATIONS & INSTRUCTIONS

- **Municipal Garage/City Lot** – 1100 N. Albany Avenue, Atlantic City (Public Works Divisions, K-9 Facility, Police Roll Call, Police Tow Lot)
- **Beach Patrol Headquarters** – South Carolina & the Beach
- **All Wars Memorial Building** – 1510 Adriatic Avenue, Atlantic City
- **PAL Facility** – 250 N. New York Avenue, Atlantic City
- **Surf Stadium** – 545 N. Albany Avenue, Atlantic City

2.4 Scope of Services & Required Duties

A. Staffing

1. The successful proposer shall provide a Director of InfoTech/MIS/Data Processing and a sufficient number of individuals to supply IT support services to meet the needs of the City.
2. Proposer shall be required to manage day to day operations of the City of Atlantic City Data Infrastructure.
3. Staff shall be needed 5 days per week. Technicians shall be needed for on-call availability as needed.
4. The successful Proposer shall work closely with the Atlantic City Police and Fire Departments, Personnel and the Administration.
5. The City reserves the right to approve or reject all Proposers' potential employees prior to assignment. The City reserves the right to require random drug and alcohol testing assigned to the workforce. All expenses for random drug and alcohol tests shall be paid by the Proposer.
6. The City requires that all of Proposers employees pass a background check at the Proposers expense prior to assignment.
7. The City shall have the right to increase or decrease staffing levels as deemed necessary for either operational or budgetary reasons without any adjustment to the contracted hourly rates provided in the Vendors proposal and the agreement resulting from this RFP for IT technology consulting services. In the event of staffing level changes the City will work cooperatively with the Vendor regarding such changes to ensure a smooth transition.

SPECIFICATIONS & INSTRUCTIONS

B. Daily Responsibilities

The daily responsibilities of the successful proposer may include, but are not limited to, the following tasks:

1. Perform all required programming functions to include the installation, maintenance, modification, and enhancement of current and future municipal software applications operating on the current and future operating systems;
2. Operate the IT Department between the normal working hours of 8:30 AM to 4:30 PM Monday through Friday (with the need to perform some operations weekly prior to the normal workday);
3. Start of day procedures, and rebooting of Servers (when necessary);
4. Interface with all hardware and software vendors for problem resolution;
5. Assist users in all printing tasks including the printing of bills, delinquent notices, lien notices, preprinted forms and required reports;
6. Setup and maintain security Password Log (change passwords if necessary);
7. Perform computer rebuilds only when completely necessary;
8. Backups
 - o Setup and maintain Hardware Error and backup Logs
 - o Setup and maintain JCL for backup and recovery procedures
 - o Setup and maintain backup Tape Library
 - o Setup and maintain Daily Operating Schedule
9. Assist users in recovering from error messages received;
10. Optimize systems as required;
11. Maintain Help Desk for all information system users;
12. Conduct information system needs assessments as required;
13. Install, maintain, and upgrade all Computer hardware and peripherals. Repair/Replace personal computer hardware components, as needed;
14. Assist in the design, configuration/re-configuration, maintenance and support of the City's Communications infrastructure (LAN/WAN/Wireless/Radio) and enhance Network Security;

SPECIFICATIONS & INSTRUCTIONS

15. Install, maintain and support all Computer software applications used by the City of Atlantic City information systems. This includes the development of PC based programs and/or applications as required by the City. It also includes any and all conversions of data contained within current and future PC applications;
16. Implement and manage integrated public safety technologies including CCTV systems, CAD/RMS, Combined Vehicle Locator, Situational Awareness and Geospatial Crime Fighting System, and Automated Dispatch;
17. Manage the development of web-based resource management and other situational awareness electronic displays and custom programming for management reporting and data analysis;
18. Manage gunshot detection, license plate reader, facial recognition, GIS mapping police radio, wireless communications and other related systems and technologies;
19. IT support of real-time crime prevention center infrastructure, operations and applications. To provide strategic direction for the use of appropriate technology applicable to law enforcement initiatives and successfully deploy technology supporting the various departments' functions;
20. To develop strategic plans to sustain current technology investments and propose future initiatives intended to effectively and efficiently enhance the departments' capabilities;
21. To develop strategic plans and presenting representations to address short and long-term technology needs across the departments;
22. To develop strategic plans and present recommendations for future technology investments;
23. To provide oversight and project management for all technical infrastructure supporting network, radio systems, mobile data units, dispatch and phone systems and hosting services;
24. To manage project inter-dependencies, systems integration, managing issues, resolving areas of concerns and communicate project status and results to all Departments;
25. To provide management and technical direction related with procurement of new hardware, software and installation of new business support applications;
26. To develop business continuity plan and provide direction to technical support team to conduct disaster recovery stress test to ensure critical law enforcement applications are accessible from a remote location;
27. To establish a working group to facilitate translating individual department operational needs into system requirements;

SPECIFICATIONS & INSTRUCTIONS

28. Services shall include: Server Design/Installation, E-Mail Server Support, Fire Services/Security, Account Maintenance, Domain Services – DNS, DHCP, Group Policy, Application Support (Server Side), Hardware/Data Center Design, UPS Management (Power), Window Updates, Failover/Disaster Recovery;
29. Assist in the recovery of historic data;
30. Provide technical support with transitioning to CAD and records management systems;
31. Manage data centers in support of integrated public safety technologies, wireless communications, Police 911 Radio Systems and other related technologies;
32. To manage data center operations supporting law enforcement systems e.g. radio systems, mobile data units, 911 dispatch functions, CAD/RMS, AVL and wireless technology;
33. Install, configure and manage LAN/WAN & Internet/Intranet system;
34. Design, implement and manage system security, wireless architecture, IP-addressing protocols;
35. Maintain Routers and Firewalls;
36. Perform system administration tasks for all web based and application servers;
37. Manage State Police, NCIC and AOC network;
38. To provide first line response for users requiring assistance with network issues and applications;
39. Manage server consolidation and perform in-depth maintenance and tuning;
40. Manage and deploy 'Content Filtering and Anti Virus' technologies to secure Internet/MS Exchange and email;
41. Manage disaster recovery plan, develop and execute system recovery plan and backups;
42. Liaison with other Law Enforcement agencies accessing CPD network and law enforcement applications;
43. To develop operational plans and present recommendations for infrastructure improvements;
44. Experience in SQL, .NET, Visual Basic, Web, MS Access and CAD/RMS business applications and experience in developing police information systems;

SPECIFICATIONS & INSTRUCTIONS

45. To develop programs – new (custom reports) and modifications to the current reports developed in SQL/Microsoft Reporting Services programming languages for CAD/RMS and other business applications supporting division functions;
46. To assist Systems/Business Analyst to further data analysis and data extraction from various law enforcement related applications;
47. To develop appropriate 'scripts'/programs to analyze and manage data retention and data conversion from legacy applications;
48. To provide technical guidance for timely backup of live databases and maintain 'test' environment with at least 3 months of live data for 'User's Training' to provide basic applications support to business functions;
49. To develop data migration and data conversion processes to convert various spreadsheets maintained by system users;
50. To provide technical guidance and support to maintain integrity for servers and other databases;
51. Manage day-to-day functions related to the departments work stations, laptops, wireless modems, radios and mobile devices;
52. To provide first line response for users requiring assistance with hardware and network connectivity issues & problems;
53. Install, upgrade, maintenance and troubleshooting issues related with workstations, laptops, mobile data devices and portable radio system;
54. To provide basic training and support to users regarding the use of various hardware devices, and maintain data security;
55. Manage upgrade and migration of data from old PCs to new PCs and other devices;
56. To provide assistance and guide users to move data from standalone PC to network;
57. To maintain all aspects of computer system security and software updated related with operating system;
58. Assist the City Purchasing Department by providing product specifications/model when ordering items and software;
59. To manage all IT assets and IT Help Desk support functions;

SPECIFICATIONS & INSTRUCTIONS

QUESTIONS

1. Do you currently provide technical support services for any New Jersey municipality?
If yes, please indicate the name of the municipality, the contact person, and phone number on the provided questionnaire response sheet.
2. Do you have experience in maintaining the State of New Jersey, NCIC and AOCTele programs? If yes, how many years and which of the listed?
3. Do you have experience in maintaining the Edmunds application?
If yes, how many years and where?
4. Do you have experience in maintaining Micro Systems Property Assessment and Appraisal application? If yes, how many years and where?
5. Do you have experience in maintaining a large voice, data, and video network infrastructure? If yes, how many years and where?
6. Do you have experience in maintaining internal and external wireless LAN/WAN technology? If yes, how many years and where?
7. Do you have experience in configuring and maintaining Cisco and Juniper Firewalls? If yes, how many years, where and which of the above?
8. Do you have experience in configuring and maintaining VPN connections? If yes, how many years and where?
9. Do you have experience in maintaining VoIP systems?
If yes, how many years and where?
10. Do you have experience in maintaining Avaya Telephone systems?
If yes, how many years and where?
11. Does your firm have experience with installation, configuration and support of Police Vehicles with cameras and mobile pc units with air cards and trunk modems?
12. Does your firm have experience with support of Audio Visual equipment?
13. Why should the City of Atlantic City select you as the vendor to provide technical support services for its information technology systems?

SPECIFICATIONS & INSTRUCTIONS

SECTION 3: SUBMISSION REQUIREMENTS

3.0 General Requirements.

The Proposer shall meet or exceed the administrative and professional requirements set forth in this Section 3.

In addition to the information required as described below, Proposer may submit supplemental information that it feels may be useful in evaluating its Proposal. Proposers are encouraged to be clear, factual, and concise in their presentation or information.

3.1 Administrative Information Requirements.

The Proposer shall, as part of its Proposal, provide the following information:

- 1) Proposers shall provide a list of their qualifications and proof of their expertise and experience.
- 2) Identification of the person who shall be primarily responsible for the required services, with a description of such person's experience (with projects similar to that of the City of Atlantic City) and their contact information.
- 3) Identification of the persons who shall serve as alternates to the person primarily responsible for providing the required services and their contact information.
- 4) A description of the Proposer's staffing.
- 5) Identification of the Proposer's principal place of business and the business address of key staff that shall be responsible for providing services under the contract.
- 6) The City is requesting a copy of your New Jersey Business Registration Certificate.
- 7) An executive summary of the information contained in all the other parts of the Proposal. Any other information as required by the City and/or set forth in these specifications.
- 8) Resumes and Organizational Chart: Provide resumes of the individuals who would comprise your operational team and the principal-in-charge. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements. Illustrate the relationship(s) of the individuals and firms to each other that would comprise your operational team and principal-in-charge on an organizational chart.

SPECIFICATIONS & INSTRUCTIONS

- 9) Please include your company/team internet links to websites.
- 10) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process.
- 11) An executed Letter of Intent
- 12) Proposal Letter & Proposal Form
- 13) RFP and specifications shall be returned in tact with all pages completed.
- 14) The number of years your organization has been in business under the present name and under the current management.
- 15) A statement that the Proposer is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
- 16) Indicate whether there are any judgments within the last three (3) years in which Proposer has been adjudicated liable for professional malpractice. If yes, please explain.
- 17) Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
- 18) Conflicts of Interest:

Please disclose:

Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

Any family relationship that any employee of your firm has with a member, employee, or official of the City that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

Please describe any procedures your firm has, or would adopt, to assure the City that a conflict of interest would not exist for your firm in the future.

SPECIFICATIONS & INSTRUCTIONS

3.2 Professional Information Requirements

A. Proposers shall submit a description of its overall experience in providing the type of services sought in the RFP, and provide proof of all certifications necessary to perform such services. At a minimum, the following information on past experience shall be included as appropriate to the RFP:

- 19) Description and scope of past experience of Proposer, specifically including prior experience in the public sector in New Jersey and other jurisdictions;
- 20) References: Names, titles, addresses and phone numbers of key contacts for three (3) clients, particularly those for whom the Proposer has undertaken projects similar to these services.
 1. Current list of public entity clients with contact name, title, telephone number, lines of insurance and estimated number of employees;
 2. Relevance of Proposer's experience to this RFP.

B. A narrative statement that the Proposer understands the City of Atlantic City's needs and goals.

C. Describe recommendations you have made to public entity clients and quantify results where applicable.

SECTION 4: EVALUATION

The City shall evaluate proposals on the basis of the following factors:

- Consultant/management fees and costs;
- Technical and Management Experience;
- References and reputation;
- Other factors if demonstrated to be in the best interest of the City.

SPECIFICATIONS & INSTRUCTIONS

PROPOSAL LETTER (Sample)

(Note: to be typed on Proposer's Letterhead. No modification shall be made to this letter.)

[Insert Date]

Mary P. (Trish) Mooney, RPPO QPA
Purchasing Agent
City of Atlantic City, Suite 310
1301 Bacharach Boulevard
Atlantic City, NJ 08401

Dear Ms. Mooney:

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Atlantic City ("City of Atlantic City"), in connection with the City of Atlantic City's need for Information Technology Consulting & Support Services.

We affirm that the contents of the Proposal (which Proposal is incorporated herein by reference) are accurate, factual and completed to the best of my/our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of [Name of Proposer]

Signature

Name and Title

Name of Firm

Dated: _____

SPECIFICATIONS & INSTRUCTIONS

PROPOSAL FORM

To the Purchasing Board
of the City of Atlantic City

The undersigned declares that he (it, they) has (have) carefully read and fully understands this Proposal Form, the Advertisement of the City of Atlantic City, and the Specifications and Instructions, for the undertaking set forth herein and in said accompanying documents, and shall strictly adhere to all terms of said documents, if awarded a contract therefore.

Pricing made herein is irrevocable by the undersigned proposer or the personal or legal representative of the proposer.

**FOR: INFORMATION TECHNOLOGY CONSULTING & SUPPORT SERVICES
FOR THE CITY OF ATLANTIC CITY MUNICIPAL BUILDINGS**

Consultant & Management Fee Year One \$ _____

Option Year Two \$ _____

Option Year Three \$ _____

Proposer shall submit pricing for year(s) one (1), two (2) and three (3).

Option year two (2) and three (3) are at the discretion of the City of Atlantic City.

Authorized Signature

Date

SPECIFICATIONS & INSTRUCTIONS

CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT

PROPOSERS SHALL COMPLETE AND SIGN THIS FORM
AND SUBMIT IT WITH YOUR PROPOSAL

All proposers shall read and complete this statement where applicable, regardless of whether proposer is a corporation, partnership or sole proprietor.

The Provisions of N.J.S.A. 52:25-24.2, in referring to corporations, partnerships and limited liability companies, are intended to apply to all forms of corporations and partnerships, including limited liability companies, partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation or limited liability company shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials and supplies unless, prior to the receipt of the bid or accompanying bid of said partnership or corporation or limited liability company, there is submitted a statement containing the following information:

- (1) If the proposer is a partnership/limited liability company, then the statement shall set forth the names and addresses of all members who own a 10% or greater interest in the partnership/company.
- (2) If the proposer is a corporation, then the statement shall set forth the names and address of all stockholders in the corporation who own 10% or more of its stock of any class.
- (3) If a corporation owns all or part of the stock of the corporation or partnership submitting the RFP, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

Proposers with any direct or indirect parent entity which is publically traded may submit the name and address of each publically traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publically traded entity as the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.

Proposer shall complete the corporate/partnership disclosure statement form on the following page.

SPECIFICATIONS & INSTRUCTIONS

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

SPECIFICATIONS & INSTRUCTIONS

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a Proposer has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *City of Atlantic City* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *the City* to notify the *City* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *City* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

SPECIFICATIONS & INSTRUCTIONS

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS

COUNTY OF)

I _____ of _____ in the county of _____ and the State of _____, of full age being duly sworn according to law on my oath, depose and say that I am, _____ of the Firm of _____ the Proposer making the Proposal for the herein project, and that I executed the said Proposal with full authority to do so, that said Proposer has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the City of Atlantic City relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said project.

I warrant that no requirement or commitment was made in reference to any political contribution to any party, persons, or elected official and that no undisclosed benefits of any kind were promised to anyone connected with City government or any political party in reference hereto.

I warrant that no member, partner, official, officer, stockholder or anyone having interest in this firm has any interest of any amount or nature as to another firm, partnership, corporation, company, group, etc., making a bid on said project.

I further warrant that no person or selling agent has been employed or retained to solicit or secure contract such upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Name of Contractor

SPECIFICATIONS & INSTRUCTIONS

Continued.....

I further warrant and represent that I have never been convicted of or acknowledge nor admitted to any payment of kickbacks or unlawful gifts to any government official or employee for which conduct the City of Atlantic City deems me disqualified from doing business with the City of Atlantic City under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony of behalf of the prosecution in the course of a judicial inquiry.

Sworn and subscribed to before me
the _____ day of _____, 20__

Signature of Affiant

Signature of Notary Public

Print/Type Name of Affiant

Notary Public of _____
My Commission Expires _____

SPECIFICATIONS & INSTRUCTIONS

PROPOSER SHALL COMPLETE THIS PAGE

1. If the proposer is an **LLC**, sign name and give address:

Name: _____

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

2. If individual has a **TRADE NAME**, give such trade name:

Trading as: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

3. If the proposer is **INCORPORATED**, give following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

4. If proposer is a **PARTNERSHIP**, state names of partners and firm name:

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

5. Agent in charge of said office whom notice may be legally served:

Name: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

Name of Corporation: _____

By: _____

Title: _____

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

NOTE: Item #5 shall be completely filled in.

SPECIFICATIONS & INSTRUCTIONS

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: _____ **Proposer:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer/Offeror Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Atlantic City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Atlantic City, New Jersey and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SPECIFICATIONS & INSTRUCTIONS

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE REQUIREMENTS

PROPOSERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF
N.J.S.A. 10:5-31 et seq. AND N.J.A.C. 17:27 AND ORDINANCE NO. 24 OF 1993

ALL PROPOSERS are required to submit the Schedule of Good Faith Effort for Utilization of Minority and Women Business Enterprise Program for Contractors and/or supplies.

ALL PROPOSERS are encouraged to hire Atlantic City residents and use Atlantic City Contractor, Sub-Contractors and Merchants if awarded this contract.

ALL PROPOSERS shall write the following office's for technical assistance before submission of this qualifications package, if assistance is needed. All requests for assistance & responses thereto shall be in writing.

ALL PROPOSERS that have received a NJ Certificate of Employee Information Report shall enclose a copy of same with this qualifications package. All others shall contact the Public Agency Compliance Officer (P.A.C.O.)

CONTACT INFORMATION:

City Solicitor's Office, Room 406
Karl Timbers, Esq.
Public Agency Compliance Officer
Telephone (609) 347-5540
Fax (609) 347-5210

If awarded this contract your company/firm shall be required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Law against Discrimination in Public Contracts.

SPECIFICATIONS & INSTRUCTIONS

SCHEDULE OF MINORITY BUSINESS ENTERPRISE (MBE)
FEMALE BUSINESS ENTERPRISE (FBE)
CONTRACTORS/SUPPLIERS

ALL PROPOSERS shall write to the Public Agency Compliance Officer for technical assistance before submission of this proposal, if assistance is needed. All requests for assistance & responses thereto shall be in writing to City Solicitors Office, City Hall, Room 406, 1301 Bacharach Blvd, Atlantic City, NJ 08401.

PROPOSER SHALL COMPLETE THIS FORM AND SUBMIT WITH PROPOSAL PACKAGE.

FMBE STATUS: FBE _____ MBE _____ DBE _____ OTHER _____
CERTIFICATION NO _____ City _____ State _____ Other _____
(If FMBE Status exclude Part I and Part II)

PART I: SCHEDULE OF MINORITY CONTRACTORS AND/OR SUPPLIERS

Contractor to insert Name of Minority Business Addresses and Telephone Numbers	Specify type of work Break-down segments of work	Total Contract Dollar Amount to MFBEs w/minimum of 10%
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any substitution of a MFBE identified on this schedule shall be for good cause and on written notice to the Public Agency Compliance Officer. Any substitution for MFBE Sub Contractors and/or suppliers shall be by a certified MFBE Sub Contractor and/or Suppliers with the written prior approval of the Public Agency Compliance Officer.

PART II: GOOD FAITH EFFORT EXTENDED

(Complete in event the above 10% minimum MFBE
Contractors/Suppliers participation is not met)

INSTRUCTION: Fully explain all efforts taken to meet the minimum minority contractors and/or suppliers participation which shall include: letters, phone calls, communications sent to minority firms, sources and/or contracts, etc. Documentation of all efforts shall be required.

MINIMUM GOOD FAITH CONDITIONS

SPECIFICATIONS & INSTRUCTIONS

AWARDING OF PROCUREMENT, PROFESSIONAL
OR SERVICE CONTRACTING

ONLY

Once the successful proposer is identified (through the receipt of a copy of the resolution approved by the City Council of Atlantic City) then the contractor who has been awarded the contract shall provide the Public Agency with one of the following:

- (A) If the contractor has a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs.

A photo copy of the letter of approval shall be submitted to the City Solicitors Office.
(or)

- (B) If the contractor has a Certificate of Employee Information Report.

A photo copy of the certificate shall be submitted to the City Solicitors Office.
(or)

- (C) If the company has none of the above, the Public Agency is required to provide the contractor with an AA302 Affirmative Action Employee Information Report.

Proposer shall submit a copy of any of the above to the City Solicitors Office, located in room 406, City Hall, 1301 Bacharach Blvd., Atlantic City, New Jersey 08401.

SPECIFICATIONS & INSTRUCTIONS

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

SPECIFICATIONS & INSTRUCTIONS

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report

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

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

SPECIFICATIONS & INSTRUCTIONS

AMERICANS WITH DISABILITIES ACT

Contracting Language

Equal Opportunity for Individuals with Disabilities

The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT" 42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the preference shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arises out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if, the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the Contractor, its agents, servant, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ 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) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 516, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payees code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 601(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SPECIFICATIONS & INSTRUCTIONS

Ordinance

[illegible]

Approved as to Form and Legality on Basis of Facts Set Forth
Factual contents certified to by

City Solicitor	Business Administrator
/s/ G. Bruce Ward	/s/ Michael A. Scott
Prepared by the City Solicitor's Office	

Council Members ALL COUNCIL Present the following Ordinance:

AN ORDINANCE ESTABLISHING THAT A BUSINESS ENTITY WHICH MAKES POLITICAL CONTRIBUTIONS TO MUNICIPAL CANDIDATES AND MUNICIPAL AND COUNTY POLITICAL PARTIES IN EXCESS OF CERTAIN THRESHOLDS SHALL BE LIMITED IN ITS ABILITY TO RECEIVE PUBLIC CONTRACTS FROM THE CITY OF ATLANTIC CITY.

WHEREAS, the Division of Local Government Services of the New Jersey Department of Community Affairs and the City of Atlantic City have entered into a Memorandum of Understanding to implement a plan of limited supervision dated November 20, 2010; and

WHEREAS, it is the stated purpose by the parties to make additional progress in reforming the City's finances; and

WHEREAS, the Director of the Division of Local Government Services and the City of Atlantic City agree that the conditions and processes set forth in the Memorandum of Understanding represent a sound and reasonable plan of State assistance; and

WHEREAS, the subject Memorandum of Understanding requests the City of Atlantic City within three (3) months of a Memorandum of Understanding execution to adopt a pay to play ordinance pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) to authorize a municipality to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limit the contributions that the recipient of such a contract can make during the contract term; and

WHEREAS, it is in the interest of good government, the people and the government of the City of Atlantic City desire to establish a policy that will avoid the perception of improper influence and public contracting and local elections.

BE IT ORDAINED by the City Council of the City of Atlantic City as follows:

SPECIFICATIONS & INSTRUCTIONS

SECTION 1. DEFINITIONS AS USES IN THE ORDINANCE

- (a) "Campaign committee" means (i) every candidate for the City of Atlantic City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for the City of Atlantic City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for the City of Atlantic City elective municipal office; (iv) every political party committee of the City of Atlantic City (v) every political party committee of the County of Atlantic; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Atlantic City municipal or Atlantic County elective offices or City of Atlantic City municipal or Atlantic County political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.
- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contractor" professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5.
- (d) For purposes of this ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such any entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporate, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors,

SPECIFICATIONS & INSTRUCTIONS

benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award or, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is uses in 11 U.S.A. 101(2).

SECTION 2 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Atlantic City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Atlantic City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any City of Atlantic City or Atlantic County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Atlantic city municipal or Atlantic County elections and/or Atlantic City municipal or Atlantic County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Atlantic City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or may any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Atlantic City, or a holder

SPECIFICATIONS & INSTRUCTIONS

of public office having ultimate responsibility for the award of a contract, or (ii) to any Atlantic city or Atlantic County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal or the completion of the performance or specified time period of that contract or agreement.

- (g) The monetary thresholds of this ordinance are: a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or 500 per a=calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Atlantic City; (ii) \$500 maximum per calendar year to an Atlantic County political committee of political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d) of "definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Atlantic City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Atlantic City of Atlantic County political committees and political party committees as described herein combined, without violating subsection (a) of this section.
- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contracts shall be (i) the City of Atlantic City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Atlantic city, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform

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substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 3 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this ordinance shall be deemed to give rise to a violation of this ordinance.

SECTION 4 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowed under the provisions of this ordinance if it were an initial contract.

SECTION 5 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecified Services from any Business Entity, the City of Atlantic City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she it has not made a Contribution in violation of Section 1 of this ordinance. The City of Atlantic City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statements has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Atlantic City any contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The city of Atlantic City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Atlantic City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

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SECTION 6 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such contribution.

SECTION 7 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20, et seq.

SECTION 8 - PENALTY

- (m) It shall be a material breach of the terms of the City of Atlantic City's agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a contribution in violation of this ordinance; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Atlantic City, or a holder of public office having ultimate responsibility for the award of a contract, or any Atlantic City or Atlantic county political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this ordinance; or (viii) directly or indirectly, through

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or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this ordinance.

- (n) Furthermore, any Business Entity that violates Section 7 (a) (ii-viii) shall be disqualified from eligibility for future City of Atlantic City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with other person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the city of Atlantic City.

SECTION 9. Any ordinance or parts of any ordinance inconsistent with the provisions of this ordinance are hereby repealed to the extent to such inconsistency.

SECTION 10. This ordinance shall take effect immediately upon its final passage and publication as provided by law.

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RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MOORE	X					
GILLIAM	X						RANDOLPH	X				X	
MANCUSO				X			SMALL	X					
MASON	X					X	TIBBITT	X					
MARSH, PRESIDENT							X						
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...FEBRUARY 9, 2011.....

Adopted on second and final reading after hearing on...FEBRUARY 23, 2011.....

Approved By.../s/...LORENZO T. LANGFORD....Date...3-04-2011.....By Council.....Ride _____
 Mayor Reconsidered Over
 Aye Nay

RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MOORE	X					
GILLIAM	X						RANDOLPH	X				X	
MANCUSO				X			SMALL	X					
MASON	X					X	TIBBITT	X					
MARSH, PRESIDENT							X						
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...FEBRUARY 9, 2011.....

Adopted on second and final reading after hearing on...FEBRUARY 23, 2011.....

Approved By.../s/...LORENZO T. LANGFORD....Date...3-04-2011.....By Council.....Ride _____
 Mayor Reconsidered Over
 Aye Nay

This is a Certified True copy of the Original Ordinance on file in the City Clerk's Office. .../s/ Rhonda Williams City Clerk

RECORD OF COUNCIL VOTE ON FIRST PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MOORE	X				X	
GILLIAM	X						RANDOLPH	X					
MANCUSO	X						SMALL	X					
MASON	X					X	TIBBITT	X					
MARSH, PRESIDENT							X						
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

Adopted on first reading at a meeting of the Council of the City of Atlantic City, N.J. on ...FEBRUARY 9, 2011.....

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CITY OF ATLANTIC CITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u> (initial)	<u>Dated</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
(Name of Proposer)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

SPECIFICATIONS & INSTRUCTIONS

INFORMATIONAL SHEET

INFORMATION TECHNOLOGY CONSULTING & SUPPORT SERVICES
FOR THE CITY OF ATLANTIC CITY MUNICIPAL BUILDINGS

1. Non-Collusion Affidavit
2. Corporate Disclosure Statement
3. Individual, Trade Name, Partnership Inf. Sheet
4. Schedule of Minority Business (BE)
5. Affirmative Action Employee Information Report
6. W-9 Taxpayer Identification Number Form
7. Specifications shall be returned in tact
8. Any corrections, additions or deletions shall be initialed
& dated in **black ink**
9. State of NJ Business Registration Certificate
10. Disclosure of Investment Activities in Iran Form
11. Acknowledgement of Receipt of Addenda
12. Original and five (5) copies and (1) one digital copy of completed package
13. Executed Letter of Intent & Proposal Letter
14. Proof of all certifications necessary to perform such services.