

RESOLUTION NO. 2022-156

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE PURCHASE AND INSTALLATION OF A TOWNSHIP PHONE SYSTEM UNDER STATE CONTRACT A80802, T1316

WHEREAS, the Little Egg Harbor Township is in need of a new telephone system; and

WHEREAS, the Township is able to purchase the telephone system under State Contract A80802, T1316 from Hunter Technologies without the need for formal bidding; and

WHEREAS, Hunter Technologies provided a proposal dated May 12, 2022 for \$82,324.81 for the purchase and installation of an Avaya IP Office Phone System, plus \$3,687.54 a year after year one for support and maintenance; and

WHEREAS, Hunter Technologies offers a purchase option of 60 Month Managed Service option at \$1,754.00/monthly, no money down, plus applicable tax, to include support and maintenance through years 2-5 (Year 1 included through State Contract);and

WHEREAS, it is the desire of the governing body to award a contract for the Avaya IP Office Phone System to Hunter Technologies pursuant to State Contract A80802, T1316 under the 60 Month Managed Service option delineated above.

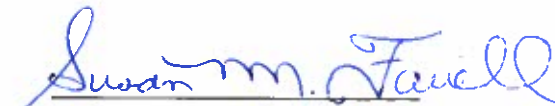
NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

- 1.** That the governing body does hereby award a contract for the purchase and installation of an Avaya IP Office Phone System to Hunter Technologies pursuant to State Contract A80802, T1316, through a purchase option of 60 Month Managed Service option at \$1,754.00/monthly, no money down, plus applicable tax, to include support and maintenance through years 2-5 (Year 1 included through State Contract);, in accordance with the proposal submitted on May 12, 2022.

2. That the Township Business Administrator is authorized to execute an agreement with Hunter Technologies in accordance with said proposal.
3. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contact: _____
201-31-827-076
4. That a certified copy of this resolution, together with a copy of the agreement between the parties, shall be forwarded by the Municipal Clerk to the Chief Financial Officer and Hunter Technologies.

CERTIFICATION

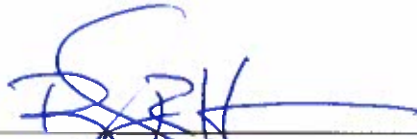
I, **SUSAN M. FARRELL**, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Little Egg Harbor at a meeting held on the **9th** day of **June, 2022**.


SUSAN M. FARRELL, RMC
Deputy Township Clerk
Township of Little Egg Harbor

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor do hereby certify that adequate funds are available for a contract with Hunter Technologies pursuant to State Contract #80802, T1316, through a purchase option of 60 Month Managed Service option at \$1,754.00/monthly, no money down, plus applicable tax, to include support and maintenance through years 2-5 (Year 1 included through State Contract); in accordance with the proposal submitted on May 12, 2022.

The funds which are available for this contract are found in the following line item appropriations or ordinances: 01-31-827-076



RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

AGREEMENT

THIS AGREEMENT made this 9th day of **JUNE, 2022**, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, with its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, hereinafter referred to as "Township," and **HUNTER TECHNOLOGIES**, having its principal offices located at 1709 Route 34, Suite 3, Wall, New Jersey 07727, hereinafter referred to as "Contractor."

W I T N E S S E T H:

That and for and in consideration of the sum to be paid by a purchase option of 60 Month Managed Service option at \$1,754.00/monthly, no money down, plus applicable tax, to include support and maintenance through years 2-5 (Year 1 included through State Contract), in accordance with the May 12, 2022 proposal attached herein, Contractor agrees to furnish Avaya IP Office Phone System – 80802, installed, including support and maintenance, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will supply Avaya IP Office Phone System – 80802, installed, including support and maintenance, to the Township of Little Egg Harbor, in accordance with the contract documents and in compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein, for the furnishing of the Avaya IP Office Phone System – 80802, installed, including support and maintenance to the Township of Little Egg Harbor. The Contractor shall be responsible for all loss or damage arising out of the furnishing of Avaya IP Office Phone System – 80802,

rmshc

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

installed to the Township of Little Egg Harbor or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the furnishing of the Avaya IP Office Phone System – 80802 to the Township of Little Egg Harbor until the same have been accepted by the Township.

To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the quantity and/or quality of goods and/or services delivered, rendered and paid for under this agreement.

The Contractor represents to the Township that it has an existing and valid New Jersey State Contract, Contract No. T-1316 Schedule B-11-X-2141 for an Avaya IP Office Phone System – 80802, installed, including support and maintenance, to the Township of Little Egg Harbor.

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a).

The parties to this agreement further agree to incorporate into this agreement the mandatory language of section 3.6 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 3.6.

The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

r|mshc

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The Contractor shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to the execution of this agreement.

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or Subsection e. or f. of Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided

under a contract with a contracting agency.

This agreement, together with the contract documents, form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

r|mshc

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

Susan M. Farrell

SUSAN M. FARRELL, RMC
Deputy Township Clerk
(Seal)

By *[Signature]*

~~JOHN KEHM, Mayor~~
Blaise Scibetta
Deputy Mayor
HUNTER TECHNOLOGIES

Secretary

(Seal)

By _____

Ivo W. Allen, President

rmshc

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

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IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG
HARBOR



SUSAN M. FARRELL, RMC
Deputy Township Clerk
(Seal)

By 

JOHN KEENE MAYOR
Blaise Scibetta
Deputy Mayor

HUNTER TECHNOLOGIES

(Seal)

Secretary

Ivo W. Allen, President

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P A
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CONTRACT

Submitted to: Little Egg Harbor Township 665 Radio Road Little Egg Harbor, NJ 08087		Date: May 12, 2022	Contact: Kasey Powers
		Job Description Avaya IP Office Phone System – 80802	
Phone: (973) 983-2868	Fax: (973) 983-2806	Job Location: Main & DPW	Quotation No. 05122022-D2
Quoted price(s) valid for: 30 Days		NJ State Contract # T-1316 Schedule B – 11-X-2141	

I. CONTRACTING PARTIES

This contract and agreement is entered into by and between Hunter Technologies, 1709 Route 34, Suite 3, Wall Twp., NJ 07727, referred to as "Hunter", and Little Egg Harbor Township, 665 Radio Road, Little Egg Harbor, NJ 08087 referred to as "LEHT".

II. OVERVIEW:

Hunter Technologies (Hunter) is submitting a proposal for the installation of an Avaya IP Office phone system for the Little Egg Harbor Township. All pricing herein and work to be performed is under New Jersey State Contract.

1. Free 24/7/365 Support and Maintenance for the First Year

- a. Hunter will provide LEHT the first year of Avaya IPOSS hardware maintenance, support, software upgrades, and advanced parts replacement at no cost.

III. LABOR and MATERIALS

Avaya IP Office Server Edition R11 STATE CONTRACT PRICING

NUMBER: A80802 T-NUMBER: T1316

LINE NUMBER: 00002 COMMODITY CODE: 725-56-057368

LABOR: LINE NUMBER: 00034 COMMODITY CODE: 936-84-079486 SCHEDULE X

LOCATION: Little Egg Harbor - Main

Material Code	Component Description	List Price	Discount	PRICE	QTY	EXT PRICE
390083	R230 II XL SRVR IPOCC	\$ 11,000.00	44%	\$ 6,160.00	1	\$ 6,160.00
396449	IPO R11 SE License	\$ 3,095.00	44%	\$ 1,733.20	1	\$ 1,733.20
383085	IPO R10+ SIP Trunk License	\$ 75.00	44%	\$ 42.00	30	\$ 1,260.00
383071	IPO R10+ VM Pro 2 License	\$ 1,795.00	44%	\$ 1,005.20	5	\$ 5,026.00
383110	IPO R10+ Avaya IP EndPoint 1 License	\$ 73.00	44%	\$ 40.88	79	\$ 3,229.52
700513569	Avaya J179 IP Phone	\$ 449.00	44%	\$ 251.44	79	\$ 19,863.76
HPCSJ03BL	3ft Patch Cable	NSC		\$ 2.48	79	\$ 195.92
HPCSJ07BL	7ft Patch Cable	NSC		\$ 4.88	79	\$ 385.52
H02ATA192	Analog Telephone Adapter, 2 ports	NSC	-	\$ 157.43	2	\$ 314.86
383072	IPO R10+ 3rd Party IP EndPoint License	\$ 169.00	44%	\$ 94.64	4	\$ 378.56
5320-48P-8XE	5320 Universal Switch with 48 x 10/100/1000BASE-T Full/Half Duplex 802.3at 30W PoE Ports 8 x 10Gb SFP+ Uplink Ports (Need 10G Upgrade License) 1 Internal Fixed AC PSU Fixed Fan Base Software Licence	\$ 6,960.00	38%	\$ 4,315.20	4	\$ 17,260.80
97004-5320-48P-8XE	EW NBD AHR - 5320-48P-8XE This Term: 365 Days	\$ 341.00	12%	\$ 300.08	4	\$ 1,200.32
10304	10 Gigabit Ethernet SFP Passive Cable Assembly 1m Length	\$ 166.00	38%	\$ 102.92	4	\$ 411.68
10099	Power Cord 15A USA NEMA 5-15 C15	\$ 29.00	38%	\$ 17.98	5	\$ 89.90
5320-24P-8XE	5320 Universal Switch with 24 x 10/100/1000BASE-T Full/Half Duplex 802.3at 30W PoE Ports 8 x 10Gb SFP+ Uplink Ports (Need 10G Upgrade License) 1 Internal Fixed AC PSU Fixed Fan Base Software Licence	\$ 4,400.00	38%	\$ 2,728.00	1	\$ 2,728.00
97004-5320-24P-8XE	EW NBD AHR - 5320-24P-8XE This Term: 365 Days	\$ 225.00	12%	\$ 198.00	1	\$ 198.00
721620001	NJ STATE CONTRACT LABOR RATE M-F 9-5: Installation and Programming	\$ 175.00		\$ 175.00	88	\$ 15,400.00
271610	IPO C/D RTS 24X7 - 120G7 1YPP	Included in SC Purchase			1	\$ -

\$ 75,836.04

Avaya IP Office Server Edition R11 STATE CONTRACT PRICING

NUMBER: A80802	T-NUMBER: T1316
LINE NUMBER: 00002	COMMODITY CODE: 725-56-057368
LABOR: LINE NUMBER: 00034	COMMODITY CODE: 936-84-079486 SCHEDULE X
LOCATION:	Little Egg Harbor - DPW/Construction

Material Code	Component Description	List Price	Discount	PRICE	QTY	EXT PRICE
383110	IPO R10+ Avaya IP EndPoint 1 License	\$ 73.00	44%	\$ 40.88	6	\$ 245.28
700513569	Avaya J179 IP Phone	\$ 449.00	44%	\$ 251.44	6	\$ 1,508.64
HPCSJ03BL	3ft Patch Cable	NSC		\$ 2.48	6	\$ 14.88
HPCSJ07BL	7ft Patch Cable	NSC		\$ 4.88	6	\$ 29.28
H02ATA192	Analog Telephone Adapter, 2 ports	NSC	-	\$ 157.43	1	\$ 157.43
383072	IPO R10+ 3rd Party IP EndPoint License	\$ 169.00	44%	\$ 94.64	2	\$ 189.28
5320-24P-8XE	5320 Universal Switch with 24 x 10/100/1000BASE-T Full/Half Duplex 802.3at 30W PoE Ports 8 x 10Gb SFP+ Uplink Ports (Need 10G Upgrade License) 1 Internal Fixed AC PSU Fixed Fan Base Software Licence	\$ 4,400.00	38%	\$ 2,728.00	1	\$ 2,728.00
97004-5320-24P-8XE	EW NBD AHR - 5320-24P-8XE This Term: 365 Days	\$ 225.00	12%	\$ 198.00	1	\$ 198.00
10099	Power Cord 15A USA NEMA 5-15 C15	\$ 29.00	38%	\$ 17.98	1	\$ 17.98
721620001	NJ STATE CONTRACT LABOR RATE M-F 9-5: Installation and	\$ 175.00		\$ 175.00	8	\$ 1,400.00

\$ 6,488.77

PROJECT TOTAL \$ 82,324.81

IV. ROI

ROI COMPARISON

Carrier	Account	TOTAL
Telesystems	9968249	\$1,100.00
NetCarrier	772952	\$950.00
Comcast	1828	\$70.00
AT&T Long Distance	6413-001	\$135.00
Current Monthly Expense		\$2,255.00

AVAYA IP OFFICE USING SIP TRUNKING

Carrier	Description	PROJECTED TOTAL
Hunter Carrier Service	20 SIP trunks/20,000 minutes	\$786.00
POTS Service	8 POTS Lines	\$300
PROJECTED MONTHLY TELCO COST		\$ 1,086.00
ESTIMATED MONTHLY SAVINGS		\$ 1,169.00
ESTIMATED ANNUAL SAVINGS		\$ 14,028.00

V. TERMS

Please initial your purchase option:

_____ Total purchase price is **\$82,324.81**
Purchase order required to commence work.
Support and Maintenance after year one will be
\$3,687.54 per year

OR

_____ 60 Month Managed Service option: **\$1,754.00/monthly**
No Money Down plus applicable tax
THIS INCLUDES SUPPORT & MAINTENANCE THROUGH
YEARS 2 -5
(First year is included per State Contract)
Payments begin upon delivery of equipment and start of
installation. Client owns equipment after term.

_____ 48 Month Managed Service option: **\$2,185.00/monthly**
No Money Down plus applicable tax
THIS INCLUDES SUPPORT & MAINTENANCE THROUGH
YEARS 2 -5
(First year is included per State Contract)
Payments begin upon delivery of equipment and start of
installation. Client owns equipment after term.

_____ 36 Month Managed Service option: **\$2,895.00/monthly**
No Money Down plus applicable tax
THIS INCLUDES SUPPORT & MAINTENANCE THROUGH
YEARS 2 -5
(First year is included per State Contract)
Payments begin upon delivery of equipment and start of
installation. Client owns equipment after term.

All Hardware proposed will have a 1 year Manufacturer's warranty. All equipment will be replaced by Hunter.

Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the contract.

All work and services will be completed in a workmanlike manner according to standard practices.

Balance is due upon delivery of the equipment. If the balance is not paid within thirty days of the due date, 1.5% per month service charge will be incurred. If for any reason Hunter Technologies refers this file to an attorney for collection, the customer agrees to pay the attorney fees of 33% of the outstanding balance plus costs.

If a dispute arises under this contract, the parties agree that jurisdiction is the Superior Court of New Jersey, Monmouth County. Terms of this contract will be construed under the laws of the State of New Jersey.

Final payment to Hunter cannot be held or delayed for programming changes to the system or due to errors caused by the carrier or third parties outside our control.

Hunter is a NJ State Contractor: Contract # T-1316 Schedule B – 11-X-2141
Avaya, Inc. 80802

Maintenance after year one (1) is \$3,687.54 per year as per State Contract.

Hunter assumes no financial or legal liability for consequential damages, including but not limited to loss of business or data due to system, software, or connection downtime, loss of computers or software during or after the performance of this contract. Once equipment is installed, it may not be returned.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed as of the day and year first above set forth.

Hunter Technologies™
1709 Route 34, Suite 3
Wall Twp., NJ 07727

Little Egg Harbor Township
665 Radio Road
Little Egg Harbor, NJ 08087

By: _____

By:  _____

Name: Ivo W. Allen

Name: RODNEY R. HAWKES

Date: May 12, 2022

Date: 6/9/2022

Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the contract.

All work and services will be completed in a workmanlike manner according to standard practices.

Balance is due upon delivery of the equipment. If the balance is not paid within thirty days of the due date, 1.5% per month service charge will be incurred. If for any reason Hunter Technologies refers this file to an attorney for collection, the customer agrees to pay the attorney fees of 33% of the outstanding balance plus costs.

If a dispute arises under this contract, the parties agree that jurisdiction is the Superior Court of New Jersey, Monmouth County. Terms of this contract will be construed under the laws of the State of New Jersey.

Final payment to Hunter cannot be held or delayed for programming changes to the system or due to errors caused by the carrier or third parties outside our control.

Hunter is a NJ State Contractor: Contract # T-1316 Schedule B – 11-X-2141
Avaya, Inc. 80802

Maintenance after year one (1) is \$3,687.54 per year as per State Contract.

Hunter assumes no financial or legal liability for consequential damages, including but not limited to loss of business or data due to system, software, or connection downtime, loss of computers or software during or after the performance of this contract. Once equipment is installed, it may not be returned.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed as of the day and year first above set forth.

Hunter Technologies™
1709 Route 34, Suite 3
Wall Twp., NJ 07727

Little Egg Harbor Township
665 Radio Road
Little Egg Harbor, NJ 08087

By: _____

Name: Ivo W. Allen

Date: May 12, 2022

By: _____

Name: RODNEY R. HAWES

Date: 6/9/2022



Service Activation Form

Hunter Carrier Services LLC
 1709 Route 34 Suite 3C
 Wall Township, New Jersey 07727
 732-542-9292 Ex211

Proposal #: 6178
 Date: 06/13/2022
 Quote Valid Until: 07/13/2022
 Order Type: Proposal

Customer Name: Little Egg Harbor Township
 Contract Start: TBD
 Contract Maturity: TBD
 Term of Commitment: 60 months

Billing Address
 Little Egg Harbor Township
 Attn: Kasey Powers
 665 Radio Road
 Little Egg Harbor NJ 08087
 609-296-7241

Service Address
 Little Egg Harbor Township
 Attn: Kasey Powers
 665 Radio Road
 Little Egg Harbor NJ 08087
 609-296-7241

Monthly Recurring Charges (MRC)

Little Egg Harbor Township	Description	Qty	Monthly	Monthly Ext.
700-08	20/20000 Local Long Distance Minutes US & Canada 20 Enhanced SIP trunks 20000 Minutes expandable if needed	1	\$576.00	\$576.00
500-02	E-911 Location Service E-911 Service per location	2	\$3.50	\$7.00
600-01	LTE Failover Trunk LTE Failover (Cellular) Trunk	1	\$99.00	\$99.00
400-01	DID Direct Inward Dial TN DID/TN	100	\$1.00	\$100.00
800-02	Standard POTS Line Local Long Distance Standard POTS/Fax Line Local LD	6	\$50.00	\$300.00

Subtotal
 Little Egg Harbor Township \$1,082.00

MRC Subtotal \$1,082.00

Non Recurring Charges (NRC)

NRC Subtotal



Service Activation Form

Notes

PORTING: Upon port completion, an invoice representing \$5.00 per ported number will be due by the customer.

NUMBERS: This proposal includes up to 100 DID's.

DATA: LTE trunk provisioned with 1gig data monthly intended for ISP outages. Additional usage will be charged at \$20 per gig rounded.

Summary

Product and Services	\$1,082.00
FEDERAL COST RECOVERY CHARGE	5.07
FEDERAL COST RECOVERY FEE	8.17
FEDERAL EXCISE TAX	9.02
FEDERAL UNIVERSAL SERVICE FUND	90.64
NEW JERSEY PUC FEE	0.77
NJ 911 SYSTEM/EMERG.RESP. FEE	5.40
Total	\$1,201.07

* Taxes and fees are subject to change

The undersigned acknowledges that they have received, read, accepted and agreed to the Hunter Carrier Services Terms of Service, and ALL Hunter Carrier Services Terms and Conditions incorporated by this reference.

Signature: _____

Title: _____

CMFO/ADMINISTRATOR

Print Name: _____

RODNEY R. HAINES

Date: _____

6/13/2022

Confidential and Proprietary to Hunter Carrier Services. This proposal is provided to the Entity(s) and Individual(s) listed above only, and may not be disclosed or forwarded to any other party without the express, written consent of Hunter Carrier Services.