

**WORKSHOP SESSION**

**CITY COUNCIL**

**AUGUST 28, 2007**

**6:00 P.M.**

1. SURF LEASH ORDINANCE/COUNCILMAN UNGER
2. REVIEW OF REGULAR AGENDA

**ADMINISTRATIVE AGENDA**

**CITY COUNCIL**

**CITY OF LONG BRANCH**

**AUGUST 28, 2007**

**ROLL CALL:**

DAVID G. BROWN, COUNCILMAN  
ANTHONY GIORDANO, COUNCILMAN  
BRIAN UNGER, COUNCILMAN  
DR. MARY JANE CELLI, COUNCIL VICE-PRESIDENT  
MICHAEL DESTEFANO, COUNCIL PRESIDENT

**PLEDGE OF ALLEGIANCE**

**CERTIFICATION BY CLERK:**

I HEREBY CERTIFY THAT THIS MEETING HAS BEEN PUBLISHED IN THE NEWSPAPER IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT AND POSTED AS REQUIRED BY LAW.

*Irene A. Joline, RMC  
City Clerk*

**READING AND APPROVAL OF PREVIOUS MINUTES**

AUGUST 14, 2007

**CONSIDERATION OF ORDINANCES:**

**PUBLIC HEARING AND FINAL CONSIDERATION**

**#30-07** AN ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION FOR THE ENGAGEMENT OF SPECIAL CONSULTANTS FOR THE PREPARATION OF A MASTER PLAN OR PLANS TO CONFORM WITH PLANNING LAWS OF THE STATE OF NEW JERSEY IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY **(INTRODUCED: 8-14-07)**

**#31-07** ORDINANCE REVISING THE ZONING MAP OF THE CITY OF LONG BRANCH AS TO PROPERTY LOCATED IN THE AREA OF WESTWOOD AVENUE AND JEFFREY STREET **(INTRODUCED: 8-14-07)**

**#32-07** ORDINANCE AMENDING 325-38, OF THE CITY OF LONG BRANCH ENTITLED "SCHEDULE XII: RIGHT TURN ONLY." TO DESIGNATE CERTAIN DIRECTIONS OF TRAVEL FROM THE INTERSECTION OF INDIANA AND BATH AVENUE AS RIGHT TURN ONLY (**INTRODUCED: 8-14-07**)

**#33-07** ORDINANCE AMENDING 325-26 OF THE CODE OF THE CITY OF LONG BRANCH ENTITLED "SCHEDULE II: PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS." OF THE CODE OF THE CITY OF LONG BRANCH TO PROHIBIT PARKING ON SECOND AVENUE AT OR NEAR ITS INTERSECTION WITH GARFIELD AVENUE (**INTRODUCED: 8-14-07**)

**ORDINANCES FOR INTRODUCTION: (PUBLIC HEARING SCHEDULED FOR SEPTEMBER 11, 2007)**

**#34-07** ORDINANCE TO CREATE THE POSITION OF MUNICIPAL HOUSING LIAISON OFFICER FOR THE PURPOSE OF ADMINISTERING THE AFFORDABLE HOUSING PROGRAM OF THE CITY OF LONG BRANCH PURSUANT TO THE FAIR HOUSING ACT

**#35-07** ORDINANCE AMENDING CHAPTER 316 "TOWING", SECTION 5 "FEES AND CHARGES" AND SECTION 11 "RESTRICTIONS" OF THE CODE OF THE CITY OF LONG BRANCH

**PUBLIC PARTICIPATION (ALL COMMENTS)**

**RESOLUTIONS**

**R230-07** RESOLUTION AMENDING RESOLUTION # 356-06 AUTHORIZING LEAD INSPECTOR RISK ASSESSOR AGREEMENT WITH THE TOWNSHIP OF FREEHOLD

**R231-07** RESOLUTION APPOINTING MICHAEL SIRIANNI AS AN ALTERNATE (# 1) MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT FOR THE UNEXPIRED TERM OF RAYMOND BILLINGS

**R232-07** RESOLUTION RE-APPOINTING CARMEN RIVERA AS A MEMBER OF THE LONG BRANCH HOUSING AUTHORITY

**R233-07** RESOLUTION AWARDED PUBLIC SAFETY SCHOLARSHIP (HECTOR J. BROWN)

**R234-07** RESOLUTION APPROVING A TAX EXEMPTION FOR A DISABLED VETERAN ON PROPERTY LOCATED AT 387 NORWOOD AVENUE (BLOCK 23, LOT 2) IN THE CITY OF LONG BRANCH

**R235-07** RESOLUTION TO REFUND OVERPAYMENT OF 2006 TAXES DUE TO TAX EXEMPT STATUS NJSA 54:4-3.30 (BLOCK 23 LOT 2, 897 NORWOOD AVENUE)

**R236-07** RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A MONMOUTH COUNTY TAX BOARD JUDGMENT (BLOCK 87 LOT 9.014, 14 RIVIERA DR. & BLOCK 257 LOT 8, 457 BROADWAY)

**R237-07** RESOLUTION TO REFUND OVERPAYMENT OF 2007 TAXES (BLOCK 87 LOT 1.1905, 787 OCEAN AVENUE, BLOCK 101 LOT 11.02, 483 MONMOUTH PLACE, BLOCK 137 LOT 4.108, 525 OCEAN BLVD., BLOCK 185 LOT 7.68, 364 WESTWOOD AVENUE, BLOCK 230, LOT 21, 385 DIVISION STREET, BLOCK 280, LOT 4, 177 GARFIELD AVENUE)

**R238-07** RESOLUTION TO REFUND OVERPAYMENT OF 2007 TAXES (BLOCK 32 LOT 8, 166 CASTLEWALL AVENUE, BLOCK 189 LOT 6, 257 WILLOW AVENUE, BLOCK 325 LOT 17.02, 348 HALBURTON STREET, BLOCK 363 LOT 18, 204 EDWARDS AVENUE, BLOCK 368 LOT 22, 32 MIDDLE LANE, BLOCK 375 LOT 3, 251 N. FIFTH AVENUE)

**R239-07** RESOLUTION AWARDDING BID FOR PURCHASE AND INSTALLATION OF AUTOMATED FINGERPRINT AND PALM PRINT IDENTIFICATION SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (HORIBA JOBIN YVON, INC./SPEC FORENSICS)

**R240-07** RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

**R241-07** RESOLUTION TO REFUND TAXES DUE TO THE PROPERTY BEING OWNED BY THE CITY OF LONG BRANCH (BLOCK 222 LOT 2, MELROSE TERRACE & BLOCK 222 LOT 3, 4 MELROSE TERRACE)

**R242-07** RESOLUTION APPROVAL PAYMENT OF BILLS

**APPLICATIONS:**

1. APPROVAL OF RAFFLE LICENSE FOR FAMILY PROMISE OF MONMOUTH COUNTY, INC.

**REDEVELOPMENT AGENCY:**

UPDATE / MR. AARON (TENTATIVE)

**MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER**

**ADJOURNMENT:**

# 30-07

AN ORDINANCE AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION FOR THE ENGAGEMENT OF SPECIAL CONSULTANTS FOR THE PREPARATION OF A MASTER PLAN OR PLANS TO CONFORM WITH PLANNING LAWS OF THE STATE OF NEW JERSEY IN AND BY THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, N.J.S.A. 40A:4-53 provides that a municipality may adopt an Ordinance providing for a special emergency appropriation for the engagement of special consultants for the preparation of a master plan or plans to conform with planning laws of the State of New Jersey;

WHEREAS, the City Council of the City of Long Branch, in the County of Monmouth, New Jersey (the "City") has determined to engage a special consultant for the preparation of a master plan or plans to conform with planning laws of the State of New Jersey;

WHEREAS, the estimated cost is \$170,000; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY as follows:

Section 1. A special emergency appropriation in the sum of \$170,000 is hereby authorized for the purpose of engaging a special consultant for the preparation of a master plan or plans to conform with planning laws of the State of New Jersey.

Section 2. This Ordinance shall take effect upon final passage and ten days after publication thereof as provided by law.

Ordinance No.

31-07

**ORDINANCE REVISING THE ZONING MAP OF THE CITY OF LONG BRANCH AS TO PROPERTY LOCATED IN THE AREA OF WESTWOOD AVENUE AND JEFFREY STREET**

**WHEREAS**, the Planning Board of the City of Long Branch has recommended that the Council of the City of Long Branch amend its zoning map to correct a drafting error, specifically with regard to certain property located in the area of Westwood Avenue and Jeffrey Street, which property has been and should have been located in the City's C-3 zone but was incorrectly placed in the City's R-4 zone due to an error in the drafting of the zoning map; and

**WHEREAS**, it is clear that when the zoning map was reproduced at various dates, as evidenced by the attached, which depicts the subject area in previous zoning maps from 1963 and 1990, the designation of this area was inadvertently changed from C-3 to R-4 or from a commercial designation to a residential designation:

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Long Branch that this certain area of property located in the area of Westwood Avenue and Jeffrey Street and more particularly described and defined by the attached zoning maps, is part of the C-3 zone, and thus the zoning map shall be amended to reflect the C-3 designation rather than the R-4 designation.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED:

*August 14, 2007*

ADOPTED:

ATTEST:

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW  
1500 LAWRENCE AVENUE  
CN 7807  
OCEAN, N.J. 07712  
(732) 922-1000

CITY OF LONG BRANCH

\_\_\_\_\_  
IRENE JOLINE, CITY CLERK

\_\_\_\_\_  
ADAM SCHNEIDER, MAYOR

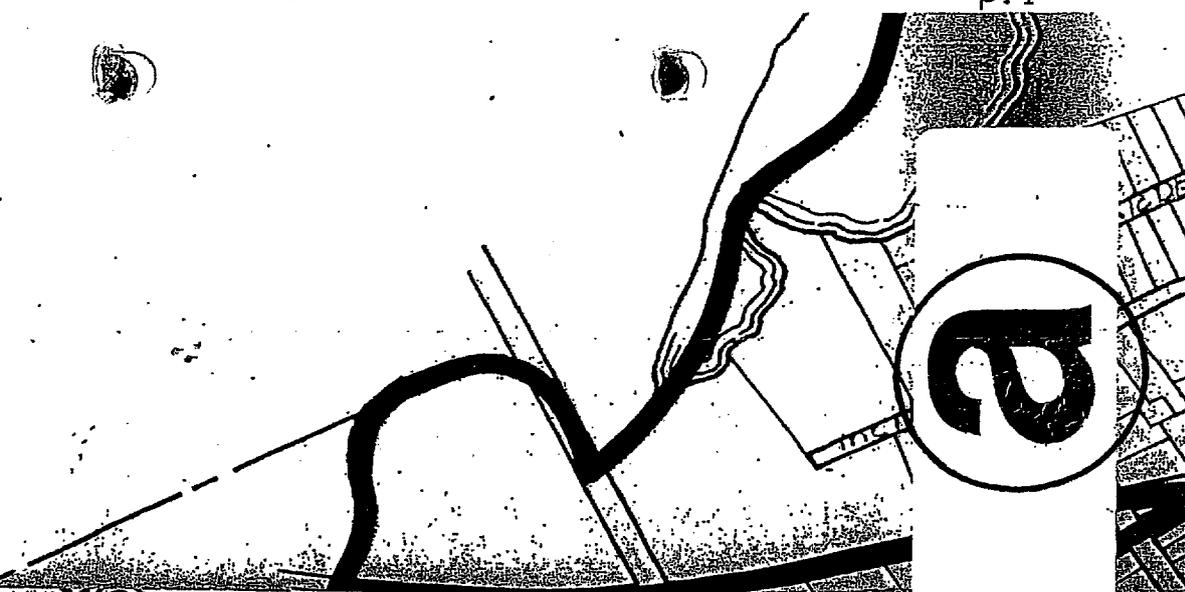
# NG BRANCO

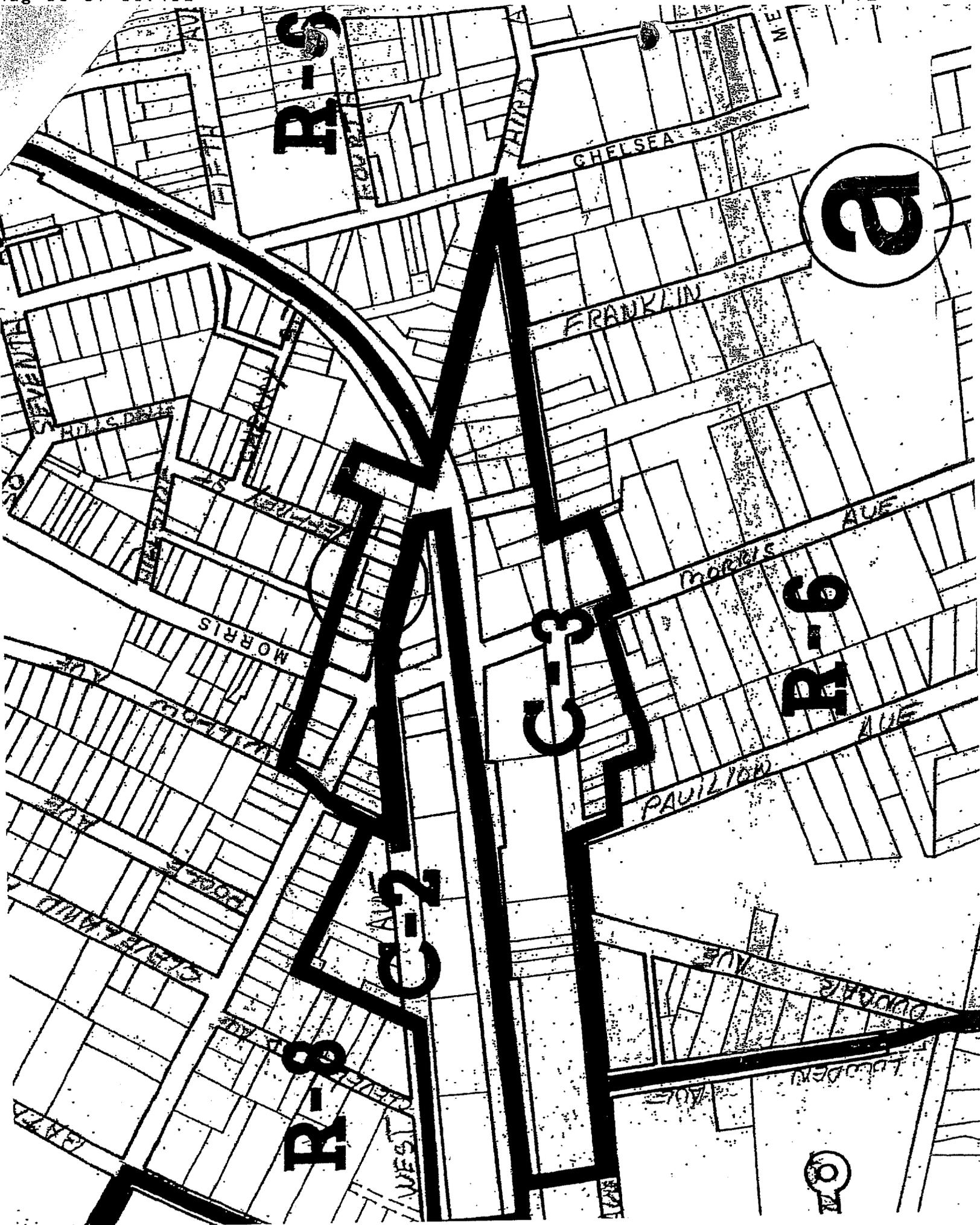
## NEW JERSEY

# ERBERT H. SMITH ASSOCIATES

BASE MAP PREPARED FROM MUNICIPAL TAX MAPS FURNISHED BY OT  
CITY ENGINEER.

PREPARED SEPTEMBER, 1963.



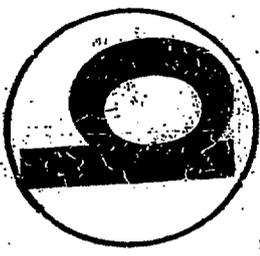


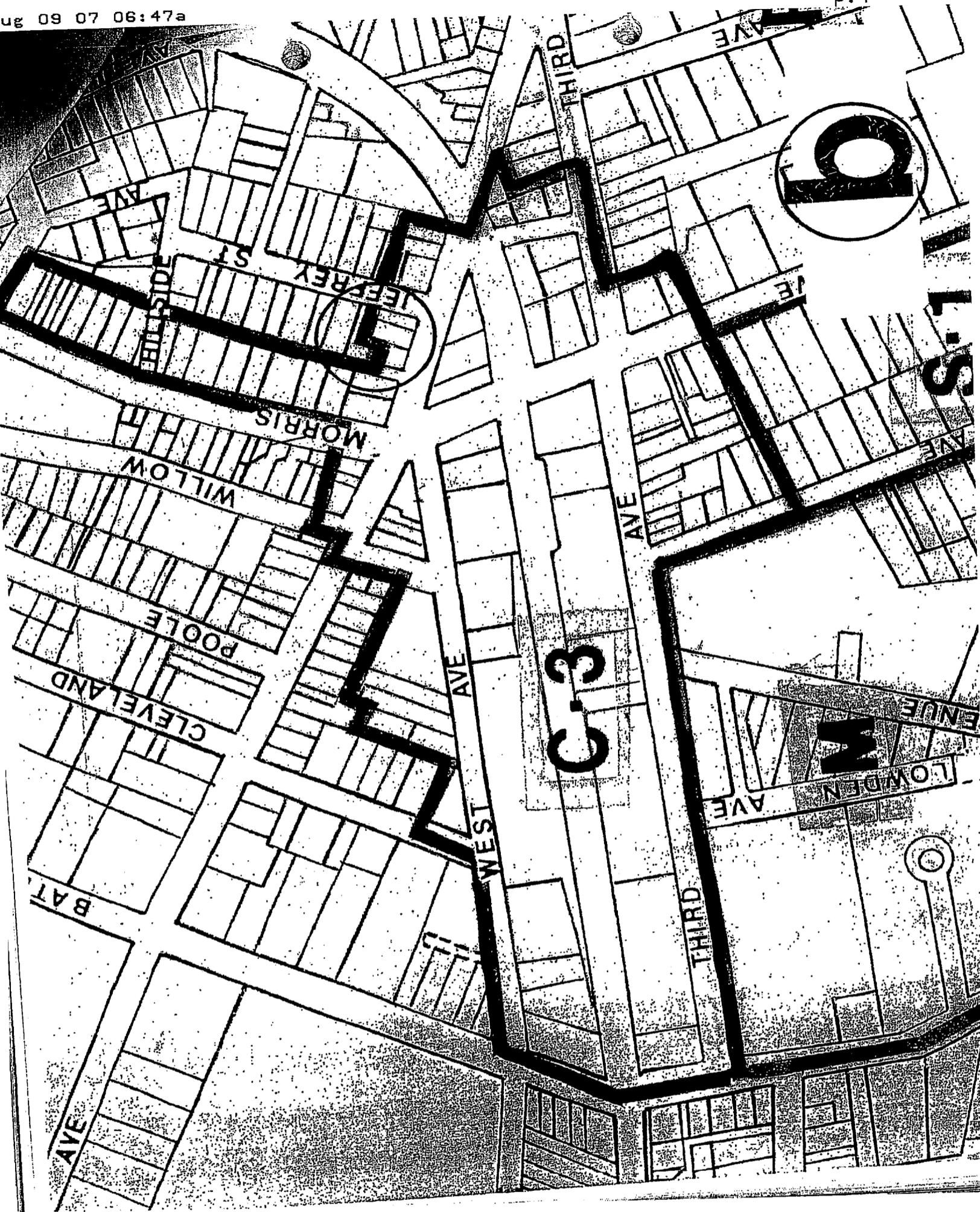
**SECTION 20-4.2**

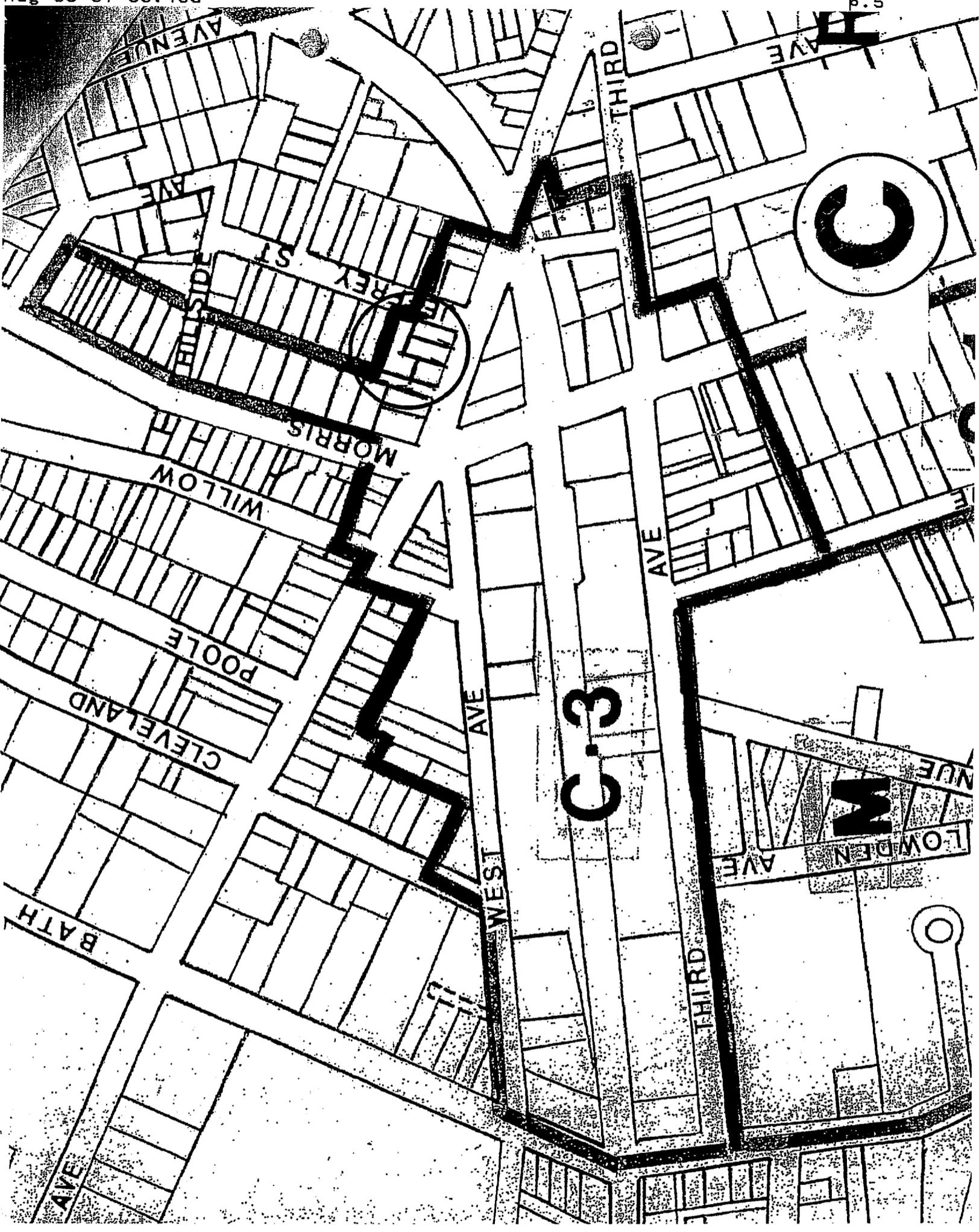
**SECTION 20-4.2**

**SECTION 20-4.2**

**REVISED 12/15/90**







**RESOLUTION**

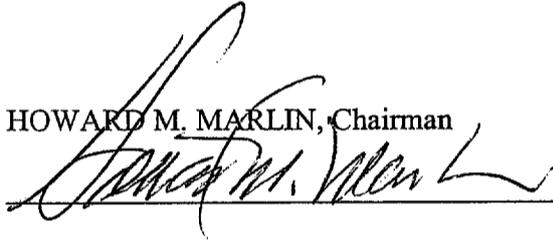
**TO RECOMMEND CHANGE TO CORRECT AN ERROR  
IN THE ZONING MAP**

WHEREAS, The Planning Board of the City of Long Branch, was presented with a zone map and noted a drafting error with regard to a certain area of property located in the area of Westwood Avenue and Jeffrey Street and more particularly defined in the attached map which property should have been located in a C-3 zone and was incorrectly placed in a R-4 zone;

WHEREAS, a motion was made that the Planning Board recommend the change to the City Council to correct said error which was unanimously approved by said Board.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the City of Long Branch that it recommend to the City Council to make the change and place the appropriate property adjacent to Westwood Avenue and Jeffrey Street and more particularly defined in the attached map into the C-3 zone and remove it from the R-4 zone.

HOWARD M. MARLIN, Chairman



ATTEST:

  
KELLY KAUEMANN, Secretary

MOTION BY:

SECONDED BY:

AYES:

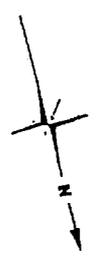
NAYES:

ABSTAIN:

RESOLUTION MEMORIALIZED: 7/17/07

**LONG BRANCH**

THE CITY OF  
 NONNOUTH COUNTY  
 PLANNING DEPARTMENT



**SCHEDULE**

- R-1 One-Family Residential
- R-2 One-Family Residential
- R-3 One-Family Residential
- R-4 One-Family Residential
- R-5 One to Four Family/Townhouse Residential
- R-6 Townhouse/Professional Office
- R-7 Riverfront Mixed
- R-8 Boulevard Mix
- RC-1 Beachfront Mixed
- RC-2 Riverfront Residential/Commercial
- C-1 Central Commercial
- C-2 Professional Offices and Related Services
- C-3 Neighborhood Commercial
- C-4 Resort Commercial
- C-6 Boulevard Commercial
- I Industrial
- HTL High Technology Light Industrial
- MB Manufacturing and Business
- S-1 Professional Office
- S-2 Oceanfront
- M Medical/Hospital

**REDEVELOPMENT ZONE SECTORS**

- LB Lower Broadway Campus
- BG BROADWAY GATEWAY
- BN BEACHFRONT NORTH
- BS BEACHFRONT SOUTH
- HC HOTEL CAMPUS
- PVC PIER VILLAGE CENTER

**ZONE MAP**

SECTION : 20-4.2

REVISED 7 / 22 / 01  
 8 / 30 / 03

2098.117/2098.118

Rev. Ord. Supp. \*



MAP CORRECTION C.3/R.4

PLANNING BOARD APPROVAL 5/15/07

COUNCIL WORKSHOP 6/26/07

PB RESOLUTION 7/17/07

GIVEN TO MR. AARON 7/24/07

# LONG BRANCH

THE CITY OF

MONMOUTH COUNTY

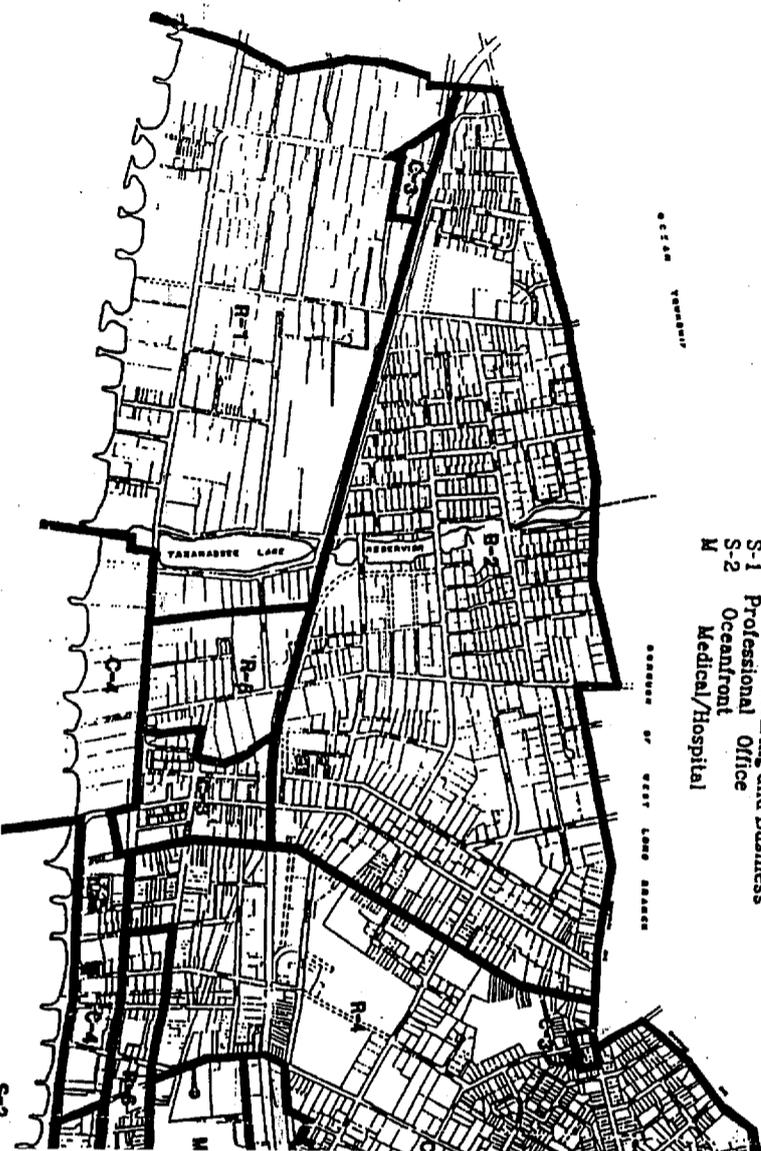
N.J.



## SCHEDULE

- R-1 One-Family Residential
- R-2 One-Family Residential
- R-3 One-Family Residential
- R-4 One-Family Residential
- R-5 One to Four Family/Townhouse Residential
- R-6 Townhouse/Professional Office
- R-7 Riverfront Mixed
- R-8 Boulevard Mixed
- RC-1 Beachfront Mixed Residential/Commercial
- RC-2 Riverfront Residential/Commercial

- C-1 Central Commercial
- C-2 Professional Offices and Related Services
- C-3 Neighborhood Commercial
- C-4 Resort Commercial
- C-6 Boulevard Commercial
- I Industrial
- HTL High Technology Light Industrial
- MB Manufacturing and Business
- S-1 Professional Office
- S-2 Oceanfront Medical/Hospital
- M Medical/Hospital



2098.117/2098.118

S-2

Ordinance No.

32-07

**ORDINANCE AMENDING §325-38. OF THE CITY OF LONG BRANCH ENTITLED  
"SCHEDULE XII: RIGHT TURN ONLY." TO DESIGNATE CERTAIN DIRECTIONS OF  
TRAVEL FROM THE INTERSECTION OF INDIANA AND BATH AVENUE  
AS RIGHT TURN ONLY**

**WHEREAS**, the City of Long Branch has received permission from the New Jersey State Department of Transportation to create a right turn only on Indiana Avenue, northbound onto Bath Avenue from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:00 p.m., Monday through Friday; and

**WHEREAS**, the permission granted by the New Jersey State Department of Transportation to create a right turn only at this particular intersection was at the request and recommendation of the City of Long Branch Police Department in an effort to enhance pedestrian safety in the area; and

**WHEREAS**, it is the finding and recommendation of the City of Long Branch Police Department that an amendment to Ordinance §325-38 as set forth herein would increase safety and improve the efficiency of vehicles leaving Indiana Avenue, and that the amendment would increase the overall safety and welfare of the residents of the City of Long Branch:

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Long Branch that §325-38 of the Code of the City of Long Branch be and is hereby amended to include the following:

**Name of Street**

**Direction of Travel**

Indiana Avenue

Northbound from Indiana Avenue to eastbound onto Bath Avenue from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m., Monday through Friday from September 1<sup>st</sup> to June 30<sup>th</sup> annually.

**BE IT FURTHER ORDAINED** that upon adoption, a certified copy of this Ordinance shall be forwarded to the New Jersey State Department of Transportation for approval by the Commissioner of Transportation.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately after

the final passage and publication as required by law.

INTRODUCED: August 14, 2007

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

\_\_\_\_\_  
IRENE JOLINE, CITY CLERK

\_\_\_\_\_  
ADAM SCHNEIDER, MAYOR

33-07

Ordinance No.

**ORDINANCE AMENDING §325-26. OF THE CODE OF THE CITY OF LONG BRANCH ENTITLED "SCHEDULE II: PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS." OF THE CODE OF THE CITY OF LONG BRANCH TO PROHIBIT PARKING ON SECOND AVENUE AT OR NEAR ITS INTERSECTION WITH GARFIELD AVENUE**

**WHEREAS**, in accordance with the provisions of §325-3C of the Code of the City of Long Branch, §325-26 identifies those streets or parts of streets in he City of Long Branch where parking is currently prohibited; and

**WHEREAS**, the governing body of the City of Long Branch has consulted with the City's Police Department, which has determined that parking should be prohibited on Second Avenue at or near its intersection with Garfield Avenue based on a tendency for motorists' attention to focus on Ocean Boulevard traffic signals as opposed to the stop signs directly in front of them, and the problem is exacerbated by the oceanfront vista, which serves as a backdrop and potential distraction at that intersection; and

**WHEREAS**, in the interest of protecting the residents of the City of Long Branch and motorists who travel along Second Avenue near Garfield Avenue, the City of Long Branch Police Department has recommended that §325-26 of the Code of the City of Long Branch be amended to prohibit parking at Second Avenue and Garfield Avenue; and

**WHEREAS**, the Council of the City of Long Branch, having considered the recommendations of the City's Police Department, believes that such an amendment to the City's existing Ordinance §325-26 will serve to protect the general safety and welfare of residents of the City of Long Branch and motorists who use these streets:

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Long Branch that §325-26 be and is hereby amended to prohibit parking on the following streets or parts of streets as follows:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Second Avenue	East	Beginning at the prolongation of the Northerly curbline of Garfield Avenue and extending 60 feet Northerly therefrom.
Second Avenue	West	Beginning at the prolongation of the

Northerly curbline of Garfield Avenue and extending 60 feet Northerly therefrom.

Second Avenue West

Beginning at the prolongation of the Southerly curbline of Garfield Avenue and extending 60 feet Northerly therefrom.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED: *August 14, 2007*

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

\_\_\_\_\_  
IRENE JOLINE, CITY CLERK

\_\_\_\_\_  
ADAM SCHNEIDER, MAYOR

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW  
1500 LAWRENCE AVENUE  
CN 7807  
OCEAN, N.J. 07712  
(732) 922-1000

Ordinance No. **34-07**

**ORDINANCE TO CREATE THE POSITION OF MUNICIPAL HOUSING LIAISON OFFICER FOR THE PURPOSE OF ADMINISTERING THE AFFORDABLE HOUSING PROGRAM OF THE CITY OF LONG BRANCH PURSUANT TO THE FAIR HOUSING ACT.**

**BE IT ORDAINED** by the Mayor and Council of the City of Long Branch in the County of Monmouth and State of New Jersey that the following amendments be made to Chapter 6 of the Code of the City of Long Branch:

**Section 1. Purpose.**

The purpose of this article is to create the administrative mechanism needed for the execution of the City of Long Branch's responsibility to assist in the provision of affordable housing pursuant to the Fair Housing Act of 1985.

**Section 2. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**MUNICIPAL HOUSING LIASON** – The employee charged by the governing body with the responsibility for oversight and administration of the affordable housing program for the City of Long Branch

**ADMINISTRATIVE AGENT** – The entity responsible for administering the affordability controls of some or all units in the affordable housing program for the City of Long Branch to ensure that the restricted units under administration are affirmatively marketed and sold or rented, as applicable, only to low- and moderate-income households.

**Section 3. Establishment of Municipal Housing Liaison position and compensation; powers and duties.**

- A. Establishment of position of Municipal Housing and Liaison Officer. There is hereby established the position of Municipal Housing Liaison Officer for the City of Long Branch.
- B. Subject to the approval of the Council on Affordable Housing (COAH), the Municipal Housing Liaison Officer shall be appointed by the Governing Body and may be a full or part time municipal employee.
- C. The Municipal Housing Liaison Officer shall be responsible for oversight and administration of the affordable housing program for the City of Long Branch, including the following responsibilities which may not be contracted out, exclusive of item 6 which may be contracted out:

- (1) Serving as the City of Long Branch's primary point of contact for all

inquiries from the State, affordable housing providers, Administrative Agents, and interested households;

- (2) Monitoring the status of all restricted units in the City of Long Branch's Fair Share Plan;
- (3) Compiling, verifying, and submitting annual reports as required by COAH;
- (4) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable;
- (5) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;
- (6) If applicable, serving as the Administrative Agent for some or all of the restricted units in the City of Long Branch as described in F. below.

D. Subject to approval by COAH, the City of Long Branch may contract with or authorize a consultant, authority, government or any agency charged by the Governing Body, which entity shall have the responsibility of administering the affordable housing program of the City of Long Branch, except for those responsibilities which may not be contracted out pursuant to subsection C. above. If the City of Long Branch contracts with another entity to administer all or any part of the affordable housing program, including the affordability controls and Affirmative Marketing Plan, the Municipal Housing Liaison Officer shall supervise the contracting Administrative Agent.

E. Compensation. Compensation shall be fixed by the Governing Body at the time of the appointment of the Municipal Housing Liaison Officer.

F. Administrative powers and duties assigned to the Municipal Housing Liaison Officer.

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the City of Long Branch and the provisions of N.J.A.C. 5:80-26.15; and
- (b) Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
CORPORATE ATTORNEYS AT LAW  
1500 LAWRENCE AVENUE  
CN 7802  
OCEAN, N.J. 07712  
07321 022-1090

- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
  - (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1, et seq.;
  - (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
  - (f) Employing the random selection process as provided in the Affirmative Marketing Plan of the City of Long Branch when referring households for certification to affordable units.
- (3) Affordability Controls
- (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
  - (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
  - (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
  - (d) Communicating with lenders regarding foreclosures; and
  - (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- (4) Resale and rental
- (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental upon availability of the information to the Municipal Housing Liaison Officer; and
  - (b) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental upon availability of the information to the Municipal Housing Liaison Officer.
- (5) Processing request from unit owners
- (a) Reviewing and approving, in conjunction with the City Attorney, requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their

ownership;

- (b) Reviewing and approving, in conjunction with the City Attorney, requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems; and
  - (c) Processing requests and making determinations, in conjunction with the City Attorney, on requests by owners of restricted units for hardship waivers.
- (6) Enforcement
- (a) The posting annually in all rental properties when the information becomes available to the Municipal Housing Liaison, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
  - (b) Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering such affordability controls; and
  - (c) Providing annual reports to COAH as required.
- (7) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

**Section 4. Severability.**

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

**Section 5. Inconsistent Ordinances Repealed.**

All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed, but only to the extent of such inconsistencies.

**Section 6. Effective Date.**

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately after the final passage and publication as required by law.

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW  
1900 LAWRENCE AVENUE  
CN 7807  
OCEAN, N.J. 07712  
(732) 922-1000

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

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IRENE JOLINE, CITY CLERK

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ADAM SCHNEIDER, MAYOR

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
1100 LAWRENCE AVENUE  
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(732) 922-1000

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Ordinance No. *35-07*

**ORDINANCE AMENDING CHAPTER 316 "TOWING", SECTION 5 "FEES AND CHARGES" AND SECTION 11 "RESTRICTIONS" OF THE CODE OF THE CITY OF LONG BRANCH**

**WHEREAS**, Section 316-5 of the Code of the City of Long Branch provides a fee schedule for towing and storage services resulting from an accident, theft recovery and police investigation; and

**WHEREAS**, pursuant to the existing fee schedule, vehicles that are stored in storage facilities are charged at a rate based on the total number of spaces at the storage facility; and

**WHEREAS**, the City of Long Branch wishes to amend the existing ordinance so that storage fees are the same irrespective of the capacity of the storage facility; and

**WHEREAS**, the City of Long Branch also wishes to amend §316-5 as it relates to the fees and service charges for towing of vehicles, including vehicles owned by the City, but excluding fire trucks and garbage trucks; and

**WHEREAS**, the City wishes to change the towing service charges and storage fees based on the weight rating of the vehicle as identified on the manufacturer's GVWR placard as well as the length of the vehicle; and

**NOW, THEREFORE BE IT ORDAINED** by the Mayor and Council of the City of Long Branch that §316-5A.(5) is hereby amended and shall read as follows:

(5) Where vehicles over 8,000 pounds weight rating as identified on the manufacturer's GVWR placard for load on vehicle or trailer or any vehicle over 20 feet in length including the load on the trailer are stored prior to reclamation by the owner, the fees shall be as follows:

(a) Indoors. A fee of \$42.00 per day shall be charged. The request for a vehicle to be stored inside shall be made by the owner of the vehicle, or by the City of Long Branch Police Department's Traffic Safety Unit. Any vehicle, which is stored inside, shall remain inside, until the vehicle is retrieved or a request by the owner or this agency is given to place the vehicle in another location.

(b) Outdoors. A fee of \$27.00 per day shall be charged.

**BE IT FURTHER ORDAINED** by the Mayor and Council of the City of Long

Branch that §316-5A.(6) is hereby amended and shall read as follows:

- (6) The towing and service charges for City-of-Long Branch-owned vehicles, excluding fire trucks and garbage trucks, shall be as follows:
- (a) Vehicles up to 8,000 pounds weight rating as identified on the manufacturer's GVWR placard or any vehicle over 20 feet in length including the load on the trailer:
- (b) Vehicles over 8,000 pounds weight rating as identified on the manufacturer's GVWR placard or any vehicle over 20 feet in length including the load on the trailer:

**BE IT FURTHER ORDAINED** that §316-5B.(5) be and is hereby amended to read as follows:

- (5) Inside building. Storage facility rates shall be:
- (c) \$38.00. For any vehicle or trailer greater than 20 feet in length or with a weight rating greater than 8,000 pounds as identified on the manufacturer's GVWR placard, there shall be an additional \$2.00 charge per day. The request for a vehicle to be stored inside shall be made by the owner of the vehicle, or by the City of Long Branch Police Department's Traffic Safety Unit. Any vehicle, which is stored inside, shall remain inside, until the vehicle is retrieved or a request by the owner or this agency is given to place the vehicle in another location.

**BE IT FURTHER ORDAINED** that §316-5B.(6) be and is hereby amended to read as follows:

- (6) Outside secured storage facility capacity. Rates shall be \$24.00. For any vehicle or trailer greater than 20 feet in length or with a weight rating greater than 8,000 pounds as identified on the manufacturer's GVWR placard, there shall be an additional \$2.00 charge per day.

**BE IT FURTHER ORDAINED** that §316-5B.(7) be and is hereby amended to read as follows:

- (7) Outside unsecured storage facility capacity. Rates shall be:
- \$10. For any vehicle or trailer greater than 20 feet in length or with a weight rating greater than 8,000 pounds as identified on the manufacturer's GVWR placard, there shall be an additional \$2.00 charge per day.

**BE IT FURTHER ORDAINED** that §316-5B.(3) relating to the day rate for towing services be and is hereby amended and shall read as follows:

(3) Days: Day rates shall be as follows:

- (a) First mile or less: \$75.00 (wheel lift/strap)  
\$100.00 (flat bed)
- (b) Each additional mile: \$2.50.

For any vehicle or trailer greater than 20 feet in length or with a weight rating greater than 8,000 pounds as identified on the manufacturer's GVWR placard, there shall be an additional \$10 charge base hook up.

**BE IT FURTHER ORDAINED** that §316-5B.(4) relating to the rate for towing services for nights, weekends and New Jersey State holidays be and is hereby amended to read as follows:

(4) Nights, weekends and New Jersey State holidays. Rates shall be as follows:

- (a) First mile or less: \$75.00 (wheel lift/strap)  
\$100.00 (flat bed)
- (b) Each additional mile: \$2.50.

For any vehicle or trailer greater than 20 feet in length or with a weight rating greater than 8,000 pounds as identified on the manufacturer's GVWR placard, there shall be an additional \$10 charge per mile.

**BE IT FURTHER ORDAINED** that §316-11 "Restrictions" be and is hereby amended, consistent with the above, to read as follows:

**§316-11. Restrictions.**

Nothing in this chapter shall be construed so as to prevent any owner or operator of a motor vehicle from calling any wrecker or towor of his own choice, provided that the towor can respond within a reasonable amount of time and provided that he does not tie up a police officer. Additionally, nothing in this chapter shall be construed so as to obligate the City of Long Branch or any of its officers or employees to become obligated in any way whatsoever for any storage charges or towing fees as authorized by this chapter.

**BE IT FURTHER ORDAINED** that the address for John's Auto & Truck Repair had been changed and shall reflect an address of 505 Joline Avenue, Long Branch, New Jersey 07740.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect

immediately after the final passage and publication as required by law.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

\_\_\_\_\_  
IRENE JOLINE, CITY CLERK

\_\_\_\_\_  
ADAM SCHNEIDER, MAYOR

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW  
1000 LAWRENCE AVENUE  
CN 2867  
OCEAN, NJ 07712  
(732) 922-1000

R# 230-07

**RESOLUTION AMENDING RESOLUTION #R356-06 AUTHORIZING LEAD  
INSPECTOR RISK ASSESSOR AGREEMENT WITH THE TOWNSHIP OF  
FREEHOLD**

**WHEREAS**, on November 28, 2006, the City Council of the City of Long Branch adopted Resolution #R356-06 authorizing lead inspection risk assessor agreement with the Township of Freehold; and

**WHEREAS**, the Director of Health has recommended that the hourly rate should be corrected from \$26.50 to \$32.50.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve an amendment to this resolution changing the hourly rate from \$26.50 to \$32.50.

**MOVED:**  
**SECONDED:**

**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

R# 231-07

**RESOLUTION APPOINTING MICHAEL SIRIANNI AS AN ALTERNATE (#1)  
MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT FOR THE  
UNEXPIRED TERM OF RAYMOND BILLINGS**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby appoint Michael Sirianni as an alternate member (#1) of the Long Branch Zoning Board of Adjustment for the unexpired term of Raymond Billings to expire on December 31, 2008.

**MOVED:**  
**SECONDED:**

**AYES:**  
**NAYS:**  
**ABSENT:**  
**ASBSTAIN:**

R# 232-07

**RESOLUTION RE-APPOINTING CARMEN RIVERA AS A MEMBER OF THE  
LONG BRANCH HOUSING AUTHORITY**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby re-appoint Carmen Rivera as a member of the Long Branch Housing Authority for a term to commence immediately and to expire on 5/10/12.

**MOVED:**  
**SECONDED:**

**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

R# 233-01

**RESOLUTION AWARDING PUBLIC SAFETY SCHOLARSHIP**

**WHEREAS**, the City Council authorized a dedication by rider trust fund to be established for a Public Safety Scholarship fund; and

**WHEREAS**, there exists a trust fund for said purpose; and

**WHEREAS**, the Director of Public Safety has reviewed the qualifications of several applicants for said scholarships; and

**WHEREAS**, the Director of Public Safety has recommended the award of a \$500.00 scholarship to Hector J. Brown (Student ID #10322475); and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available in the Trust Budget, Public Safety Scholarship, Appropriation Line Item #T-14-100-088 for an amount not to exceed \$500.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that the Director of Finance is hereby authorized to issue a check in the amount of \$500.00 payable to Seton Hall University Bookstore, South Orange, NJ 07079.

**MOVED:**

**SECONDED:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**PUBLIC SAFETY SCHOLARSHIP FOR HECTOR J. BROWN**

Said contract being made as follows:

**SETON HALL UNIVERSITY BOOKSTORE                      \$500**

Said funds being available in the form of:

**TRUST BUDGET  
PUBLIC SAFETY SCHOLARSHIP FUND  
APPRO. #T-14-100-088                                      \$500**

  
\_\_\_\_\_  
Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.  
Finance Director, Chief Financial Officer

8-22-07  
Date



**CITY OF LONG BRANCH  
OFFICE OF THE DIRECTOR OF PUBLIC SAFETY**

344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
(732) 222-1000  
FAX (732) 728-0738



TO: Irene Joline  
City Clerk

FROM: William A. Richards  
Director of Public Safety

DATE: August 17, 2007

RE: Public Safety Director Scholarship Fund

This year the above referenced scholarship in the amount of \$500.00 was awarded to Hector J. Brown. Could you please prepare the necessary resolution so that a check can be made out to Seton Hall University Bookstore in the amount of \$500.00 earmarked in the name of Hector J. Brown, Student ID #10322475, and mailed to the address given below?

Thanking you in advance for your cooperation and assistance.

  
William A. Richards  
Director of Public Safety

Seton Hall University Bookstore  
South Orange, NJ 07079

RESOLUTION NO. 234-07

**A RESOLUTION APPROVING A TAX EXEMPTION FOR A DISABLED VETERAN  
ON PROPERTY LOCATED AT 387 NORWOOD AVENUE. (BLOCK 23, LOT 2) IN  
THE CITY OF LONG BRANCH**

**WHEREAS**, N.J.S.A. 54:4-3.30 provides that the property owned by a veteran of any branch of the Armed Forces of the United States who has been declared by the United States Veterans Administration to have a service-connected disability which renders the veteran to be one hundred percent (100%) permanently disabled, shall be exempt from taxation, on proper claim made therefore, under the terms and conditions referenced in N.J.S.A. 54:4-3.30; and

**WHEREAS**, Raymond Levy is a resident of the City of Long Branch and resides at the property located at 387 Norwood Ave, more commonly known and designated as Block 23, Lot 2; and

**WHEREAS**, Mr. Levy has applied to the Assessor of the City for Tax Exemption on his property by virtue of the fact that he is a disabled veteran and satisfies the requirements of N.J.S.A. 54:4-3.30; and

**WHEREAS**, the Assessor has reviewed Mr. Levy's application, along with the documentation provided from the United States Veterans Administration which corroborates the fact that Mr. Levy is one hundred percent (100%) disabled due to wartime activity, and the Assessor supports the application; and

**WHEREAS**, the United States Veterans Administration has indicated that Mr. Levy was one hundred percent (100%) disabled as of November 3, 2006 due to wartime activity; and

**WHEREAS**, notwithstanding the date of disability set forth by the United States Veterans Administration, the official policy of the Mayor and City Council of the City of Long Branch upon the granting of such exemptions is to make them retroactive only to the commencement of the year in which the application is submitted; and

**WHEREAS**, Mr. Levy submitted his application for exemption to the City on August 3, 2007; and

**WHEREAS**, the Mayor and City Council therefore -wish to authorize the requested tax exemption on the property, and wish to make such exemption effective as of January 1, 2007.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Long Branch, that the City hereby grants a tax exemption to Mr. Raymond Levy, who has been shown to be a one hundred percent (100%) permanently disabled veteran of the United States Armed Forces, for the property in which he resides, which is located at 387 Norwood Avenue within the City, otherwise known and designated as Block 23, Lot 2 on the Long Branch City Tax Map. The exemption shall be retroactive to January 1, 2007 in the amount of \$5,449.96.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution shall be provided to Mr. Levy, William Fitzpatrick (Long Branch City Assessor), Edward Mazzocco (Long Branch City Tax Collector), James G. Aaron, Esquire (City Attorney) and Frederick C. Raffetto, Esquire (of the City Attorney's Office)

R# 235-07

RESOLUTION TO REFUND  
OVERPAYMENT OF 2007 TAXES  
DUE TO TAX EXEMPT STATUS  
NJSA 54:4-3.30

**BE IT RESOLVED**, by the City Council of the City of Long Branch that upon the recommendation of the Tax Assessor, the taxes paid on the property shown below, due to tax exempt status under NJSA 54:4-3.30, et seq., for the tax year 2007 (from 01/01/07 to 08/01/07) be refunded and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayers(s) shown below and charge 2007 taxes in the total amount of \$3,682.71.

BLOCK	LOT	OWNER	AMOUNT
23	2	Levy, Raymond & Goldie	3,682.71
897 Norwood Ave.		897 Norwood Avenue Long Branch, NJ 07740	

R# 236-07

**RESOLUTION TO REFUND OVERPAYMENT  
OF TAXES DUE TO A  
MONMOUTH COUNTY TAX BOARD  
JUDGMENT**

**WHEREAS**, the City of Long Branch has received from the Monmouth County Tax Board judgments reducing the assessments on certain properties for the years indicated and,

**WHEREAS**, the taxes on these certain properties for the years indicated are overpaid and,

**BE IT RESOLVED**, that the City of Long Branch refund to the taxpayer(s) shown on the attached sheet the amount of the tax overpaid and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Department is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2007 taxes in the total amount of \$676.25.

R# 231-07

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2007 TAXES**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2007 taxes and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2007 taxes in the total amount of \$5,932.31 and,

BLOCK	LOT	OWNER	AMOUNT
87 787 Ocean Ave.	1.1905	Shapiro, Steven I. & Charlene 16 Sutton Pl. Apt. 12A New York, NY 10022	1,327.01
101 483 Monmouth PL.	11.02	Haddad, Emile & Linda D. 787 Ocean Ave. Unit 1910 Long Branch, NJ 07740	328.62
137 525 Ocean Blvd	4.108	Graham, Catherine 525 Ocean Blvd. Unit 108 Long Branch, NJ 07740	1,399.37
185 364 Westwood Ave.	7.68	Veluz, Maria V. 364 Westwood Ave. Unit 68 Long Branch, NJ 07740	661.64
230 385 Division St.	21	Almazan, Cristita 385 Division St. Long Branch, NJ 07740	965.67
280 177 Garfield Ave.	4	James V. Gassaró 148 Livingston Ave. New Brunswick, NJ 08901	1,250.00

R# 238-07

**RESOLUTION TO REFUND  
OVERPAYMENT OF  
2007 TAXES**

**BE IT RESOLVED**, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2007 taxes and,

**NOW THEREFORE BE IT RESOLVED**, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2007 taxes in the total amount of \$7,630.71 and,

BLOCK	LOT	NAME	AMOUNT
32	8	Countrywide	1,541.75
166	Castlewall Ave	Account of: Beida, A. & G. PO Box 10211 Van Nuys, CA 91499-6089	
189	6	GMAC	896.20
257	Willow Ave.	Account of: Towler, R. & P. C/O FARETS PO Box 961250 Ft. Worth, TX 76161-9887	
325	17.02	Countrywide	901.84
348	Halburton St.	Account of: Asunction, E. PO Box 10211 Van Nuys, CA 91499-6089	
363	18	GMAC	1,553.31
204	Edwards Ave.	Account of: Shirvanian, R. C/O FARETS PO Box 961250 Ft. Worth, TX 76161-9887	
368	22	Indy Mac Bank	1,703.13
32	Middle Ln.	Account of: Graham, A. & D. C/O FARETS PO Box 961250 Ft. Worth, TX 76161-9887	
375	3	Countrywide	1,034.48
251	N. Fifth Ave.	Account of: Sanchez, M. PO Box 10211 Van Nuys, CA 91499-6089	

R# 239-07

**RESOLUTION AWARDING BID FOR  
PURCHASE AND INSTALLATION OF AUTOMATED FINGERPRINT AND  
PALM PRINT IDENTIFICATION SYSTEM FOR THE DEPARTMENT OF  
PUBLIC SAFETY**

WHEREAS, the City of Long Branch has the need to contract for the purchase and installation of an automated fingerprint and palm print identification system for the Department of Public Safety; and

WHEREAS, through a fair and open process, the City of Long Branch advertised in the legal ads section of the Asbury Park Press to receive bids on July 6, 2007, for a contract for the purchase and installation of an automated fingerprint and palm print identification system for the Department of Public Safety and the following bids were received:

HORIBA Jobin Yvon, Inc./SPEC Forensics	\$19,500.00
AFIX Technologies, Inc.	\$26,000.00

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order; and

WHEREAS, the Director of Public Safety has reviewed the bids from both bidders, and it is his recommendation, annexed hereto, that it is in the City's best interest to award a contract to HORIBA Jobin Yvon, Inc./SPEC Forensics for a sum not to exceed \$19,500.00; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in the Line Item #G-05-096-401 for a sum not to exceed \$19,500.00.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that a contract be awarded to **HORIBA Jobin Yvon, Inc./SPEC Forensics**, in accordance with the bid specifications and proposal herein attached, **for a sum not to exceed \$19,500.00.**

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

**MOVED:  
SECONDED:**

**AYES:  
NAYS:  
ABSENT:  
ABSTAIN:**

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

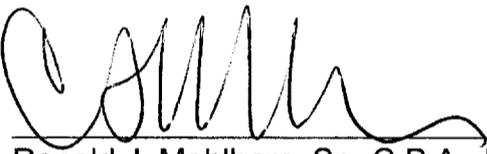
**Automated Fingerprint/Palm Print Identification  
System for the Police Department**

Said contract being made as follows:

<b>HORBIA Jobin Yvon, Inc./ Spex Forensics</b>	<b>\$19,500</b>
--	-----------------

Said funds being available in the form of:

<b>Grant Budget Paul Coverdall Grant Fingerprint ID &amp; Analysis Improvements Appro. #G-05-096-401</b>	<b>\$19,500</b>
--	-----------------

  
Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.  
Finance Director, Chief Financial Officer

8-21-07  
Date



**CITY OF LONG BRANCH  
OFFICE OF THE DIRECTOR OF PUBLIC SAFETY**

344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
(732) 222-1000  
FAX (732) 728-0738



TO: Carol Mellaci  
Purchasing Agent

FROM: William A. Richards  
Director of Public Safety

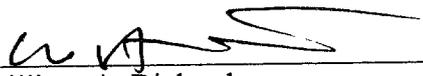
DATE: August 14, 2007

RE: Bid Acceptance

This memo is to inform you that Lt. Johnson, along with other members of the police department, and City staff, have completed their investigation of the two companies who submitted bids regarding our AFIS fingerprint system. In the course of this investigation, Lt. Johnson, and others, interviewed representatives from both companies, and visited several police department who currently have this system in use; their findings are as follows:

- 1) "Spex Forensics" is the lowest bidder
- 2) Any software concerns were addressed, and all members of our staff are confident that this will not be an issue
- 3) Neither Lt. Johnson, nor any other officers or City staff who worked on this project with him, can find reasons why the City of Long Branch should not accept Spex Forensics bid as submitted.

As per your request, I have enclosed a complete explanation as to what the warranty and support will include, a quote for a one-year extension on service, and a quote for 5200 fingerprint cards submitted for processing.

  
William A. Richards  
Director of Public Safety

WAR/sam



**ARTICLE THREE: PAYMENT:** OWNER agrees to pay CONTRACTOR for said work and materials after delivery of any purchase or performance of stated work under the terms of this contract, in accordance with said Contract Documents, and within the time stated for DELIVERY, for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit price bid therefore by the CONTRACTOR, which payment according to the estimated quantities will amount to a sum not to exceed \$19,500.00 (nineteen thousand five hundred dollars).

Payments to be made in accordance with the OWNER'S requirement for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the OWNER reserves the right to increase or decrease any or all of the quantities in each item at the unit price bid.

Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the OWNER arising out of or by reason of the work done and the materials furnished under this contract.

**ARTICLE FOUR: INDEMNIFICATION:** The CONTRACTOR will make all payments of proper charges for said work required in accordance with said Contract Documents, and will indemnify and save harmless the OWNER, its officers, agents, or servants and each and everyone of them, against and from all claims, suits, actions, damages and/or costs of every name and description, including royalties, fees or claims for the use of patented methods, or patented rights, or copyrights, and from all damages to which the OWNER, or any of its officers, servants or agents, may be subjected or put by reason of injury to person or property of others, or property of the Owner, resulting from carelessness in the performance of its work or through the negligence of, or through any act or omission on the part of, the CONTRACTOR, its agents or agent, servants, or subcontractors.

**ARTICLE FIVE: ASSIGNMENT OR SUBLETTING:** CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior written approval of the OWNER.

**ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:**

During the performance of this contract, the CONTRACTOR agrees to comply with Affirmative Action Regulations, P.L. 1975, c. 127 (N.J.A.C.17:27), as amended and supplemented from time to time, and, more specifically, as detailed in the section of the bid specifications entitled "Supplement to Information to Bidders, Procurement, Professional and Service Contract, Affirmative Action", and/or Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts, which reads 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, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 on-discrimination 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 their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor of subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractors commitments under this act 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 NJSA 10:5-36 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJAC 17:275.2.

The contractor or subcontractor agrees to confirm 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 or sex, and that it will discontinue the use of any recruitment agency which engages in director discretionary practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary to assure that all personnel testing conforms with the principals of job related testing, as established by the statues and court decisions of the state of new Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor, or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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

The contractor and its subcontract shall furnish such reports or other documents to the Division of Contract Compliance & EEO as maybe requested by the Division from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC17:27.

**ARTICLE SEVEN: PERFORMANCE BOND:** **CONTRACTOR**, upon execution of this agreement and said Contract Documents, shall execute a performance bond and payment bond. Said bonds shall be executed by a responsible bonding company, in good financial standing, and authorized to do business in the State of New Jersey, and shall be posted within fifteen (15) days of award of the Contract.

**ARTICLE EIGHT: LIQUIDATED DAMAGES:** **CONTRACTOR'S** failure to execute the contract within fifteen (15) days after he has received notice of acceptance of his bid shall be considered breach of contract and **CONTRACTOR** shall forfeit to the City of Long Branch, as liquidated damages for such failure or refusal, the bid security required in the bid specifications.

"The **CONTRACTOR**, is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

This Contract shall be binding upon the **OWNER**, its successors and assigns, and upon the **CONTRACTOR**, its successors and assigns or heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, the **OWNER** has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR**, attested by **IRENE A. JOLINE, CLERK**, and the Municipal Seal to be hereunto affixed, and **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

**OWNER: CITY OF LONG BRANCH**

Attested by:

Date:

\_\_\_\_\_  
Irene A. Joline, City Clerk

\_\_\_\_\_  
Adam Schneider, Mayor

**CONTRACTOR:**

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

Attested by:

\_\_\_\_\_  
Title

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

**CITY OF LONG BRANCH  
Notice to Bidders**

Notice is hereby given that sealed bids will be received by the Council of the City of Long Branch, New Jersey, for:

**PURCHASE AND INSTALLATION OF AUTOMATED FINGERPRINT AND PALM PRINT  
IDENTIFICATION SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY**

Bids will be opened and read in public by the Purchasing Agent, or her designate, in the City Council Caucus Room, Second Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey, on:

**FRIDAY, JULY 6, 2007 AT 2 PM PREVAILING TIME.**

Specifications will be on file in the Purchasing Office and may be examined by prospective bidders during regular business hours. Bidders may obtain a copy of the bid package by request to the Purchasing Office. Specifications will not be faxed, nor will faxed proposals be accepted.

Proposals must be made on the standard Proposal Form provided, and must be enclosed in a sealed envelope addressed to: City Clerk, City of Long Branch, 344 Broadway, Long Branch, NJ, 07740. The outside of the envelope must be clearly marked "**BID: FINGERPRINT SYSTEM**", and indicate the name and address of the bidder.

Bids must be accompanied by Bid Security in the form of certified check or bid bond, drawn to the order of the City of Long Branch, for not less than ten (10) % of the bid, except that the bid security not exceed \$20,000.

Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), and with requirements of P.L. 1977, c. 33.

In accordance with P.L. 2004, Chapter 57, bid proposals must be accompanied by a copy of Bidder's valid New Jersey Business Registration Certificate (FORM-BRC) as issued by New Jersey State Department of Treasury, Division of Revenue, or the bid can not be considered.

The City of Long Branch reserves the right to require a complete financial and experience statement from bidders showing they have satisfactorily completed work of a similar nature before awarding the contract. The City also reserves the right to reject any or all bids, or to increase or decrease the quantities as designated in the Specifications.

In the event it is not possible to be present at the time and place of the bid opening, bids may be mailed to the City Clerk, Municipal Building, 344 Broadway, Long Branch, NJ 07740.

Carol A. Mellaci  
Purchasing Agent

## **CITY OF LONG BRANCH INFORMATION TO BIDDERS**

### **1. Receipt of Bids**

Sealed bids will be received by the City Clerk and, at the date, time, and location stated in the Notice to Bidders, shall be publicly opened and read aloud by the Purchasing Agent, or his/her designee.

### **2. Form of Proposal**

a. No oral, telephone, telegraph or faxed bids, bid documents or bid modifications will be accepted. Bid price must remain firm for sixty (60) days from date of opening.

b. The Bid Proposal shall be enclosed in a sealed envelope, addressed to City of Long Branch, Office of the City Clerk, 344 Broadway, Long Branch, NJ 07740, and bearing, on the face of the envelope, (1) the name and address of the bidder, and (2) clearly marked "BID", with the bid title and/or bid #. The City will not be responsible for bids that are misaddressed and therefore not delivered to the Office of the City Clerk prior to the date and time of the bid opening. Such bids may be considered as late and, therefore, returned unopened.

c. All bids must be submitted on forms prepared by and available from the Purchasing Department. All proposal forms must be filled out and signed in ink or ball point pen by a person authorized to do so. Bid prices must be written in ink or typewritten. Any changes, white-puts, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

d. Each bid proposal form must give the full business address of the bidder, and must be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners, and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the state in which it is incorporated, and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

e. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the bids, and/or may reject any or all bids if deemed in its best interest.

### **3. Signature**

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation, the bid shall be signed by two properly authorized officers of the corporation. The bid shall indicate whether the bidder is an individual, a partnership or a corporation.

In the case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated and the names of its officers shall be given.

### **4. Withdrawal of Bid**

Sealed bids forwarded to the City before the time of the opening of the bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) days.

### **5. Late Bids**

It is the bidder's responsibility to see that its bid is presented to the City on the hour and at the place designated in the Notice to Bidders. Bids may be hand delivered or mailed through U.S. Postal Service or private delivery service; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in Section 2b, above, must also appear on the outside to the delivery company envelope. Bids received after the designated time and date will not be considered, and will be returned to the bidder unopened.

### **6. Request for Bid Package**

Prospective bidders may obtain a bid package by applying in person to the Purchasing Department, Municipal Building, First Floor, 344 Broadway, Long Branch, during regular business hours, or by requesting the bid package by phone or mail. The City will be responsible for putting the package in the mail but assumes no responsibility for the bidder's receipt of same.

### **7. Obligation of Bidder**

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this Proposal.

## **8. Proposal Security**

Each bid will be accompanied by either a certified check, cashier's check or bid bond in the amount of ten (10) percent of the bid, unless indicated otherwise in the bid specifications, payable to the City of Long Branch. Such Proposal Security will be returned to the unsuccessful bidders within sixty (60) days after the formal opening of the bids. The Proposal security of the successful bidder will be returned within ten (10) days after the City and the successful bidder have executed a contract for the proposed purchase and performance bond has been provided to the City or, if no contract is executed, within sixty (60) days after the date of the opening of the bids, upon the demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

**In accordance with New Jersey Statute, failure to submit this security will result in rejection of the bid.**

## **9. Certificate of Surety**

Each Proposal must, if indicated on the Bidder's Check List, be accompanied by Certificate of Surety. Said Certificate shall be from bonding company, registered to do business in the State of New Jersey, guaranteeing that it will, upon award of the contract to the bidder, provide a performance bond or 100% of the contract. A sample Certificate of Surety is incorporated into these specifications. **In accordance with New Jersey Statute, failure to provide the Certificate of Surety, if required in the Notice to Bidders, will result in rejection of the bid.**

## **10. Performance Bond**

If indicated as a requirement in the Notice to Bidders, the successful bidder will be required to provide, simultaneously with the delivery of the executed contract, an executed Performance Bond, in the amount of one hundred percent (100%) of the acceptable bid, as security for the faithful performance of this contract. **Failure to deliver this bond with the executed contract shall be cause for declaring the contract null and void.**

## **11. Public Disclosure**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, Municipal or School District contract for performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. **In accordance with New Jersey Statute, failure to supply this information with your proposal will result in rejection of the bid.**

**12. Non-Collusion**

The bidder must submit with his proposal the attached affidavit of non-collusion, which must be signed and notarized. **Failure to include this executed form with your bid proposal will result in rejection of the bid.**

**13. Receipt of Addenda**

Any necessary addenda to these specifications will be delivered to all prospective bidders by fax and/or mail within the timeframe allowable by law. Bidders must complete Acknowledge of Receipt of Addenda form provided in the bid package. **In accordance with New Jersey Statute, failure to include this executed form with your bid proposal will result in rejection of the bid.**

**14. Business Registration**

In accordance with P.L. 2004, Chapter 57, all bidders submitting a bid to the City must include, with their bid submission, proof of registration of their business with State of New Jersey, Department of Treasury, Division of Revenue, in the form of a copy of the bidder's valid Business Registration Certificate (see sample form in specification package). Regardless of whether the City may have on file a copy of this form, **in accordance with New Jersey Statute, failure to include your Business Registration Certificate with your bid proposal will result in mandatory rejection of the bid.**

Further, the successful bidder must review and comply with the mandatory language in the attachment entitled Business Registration Certificate Compliance incorporated into these bid specifications. This language will become part of the contract document upon award of the bid.

**15. Public Works Contractor's Registration**

In accordance with N.J.S.A. 34:11-56.48 et seq., all contractor's bidding on contracts for "public works", and listed subcontractors, in addition to compliance with Prevailing Wage Regulations, must have, at the time of the receipt and opening of bids, a valid Public Works Contractor's Registration, issued by New Jersey Department of Labor, Division of Wage and Hour Compliance, Contractor Registration Section. Bids submitted by unregistered contractors can not be considered. The City requests copy of said registration(s) with the submission of the bid, if possible. The contract will not be awarded until certificates are received from the contractor, and verified with the State for validity.

**16. Quantities**

Quantities stated in these specifications are estimates of the City's needs. The City reserves the right to increase or decrease quantities, or to completely eliminate any item or items, depending upon its needs, and based on New Jersey Local Public Contracts Law.

**17. Brand Names**

Brand names are mentioned for the purpose of setting a standard of comparison. Equivalent brands will be accepted if, upon comparison, they prove to be equal. However, note of substitute brands must be made on the Proposal Form. Otherwise, it will be assumed that the bidder will provide the brand named in the specifications.

**18. Delivery Cost and Terms**

Unless otherwise stated in these specifications, the bid price(s) provided shall be inclusive of any and all costs for packing, crating, containers, and transportation. All transportation charges shall be fully prepaid by the contractor, with terms F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the contractor. In case of rejected materials, the contractor will be responsible for return freight charges.

**19. Variations to Specifications**

For the purpose of evaluation, the bidder must indicate any variations to the specifications, terms and/or conditions, no matter how slight. If no variations are stated on the Proposal Form, it shall be construed that the bid fully complies with these specifications.

All proposals must be accompanied by product literature, brochures, and additional information as may be necessary to evaluate the product being bid. Failure to provide this literature may be cause for rejection of the bid.

**20. Discrepancies in Bid**

In the event there is a discrepancy in figures on the Proposal Form, the written figure, if applicable, shall be considered the correct figure. In the event there is no written figure, the unit price shall be considered correct.

**21. Acceptance of Bid and Its Effect**

Within sixty (60) days after the opening of the bids, the City will act upon them. The acceptance of a bid will be given to the successful bidder by formal written notice of action taken by the Long Branch City Council. No other act of the City or any official shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as hereinafter provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. Acceptance of a bid as provided herein, shall constitute the award of the contract.

**22. Bidder's Hearing**

In the event that a bid is to be rejected, the bidder will be notified of the proposed action in writing by the Purchasing Agent, and afforded the right to a Hearing before the City's Hearing Officer. The Hearing Officer will make a recommendation to Council based upon the information gathered at the Hearing. Should the bidder fail to request a hearing, he will be barred from challenging the award of the bid.

**23. Award of Bid**

Award of this bid is subject to availability of funds. The City reserves the right to award the bid on a line item or lump sum basis, or to reject all bids, if deemed in its best interest. In the event of equal or tie bids, the City reserves the right to award, at its discretion, to any one of the tie bidders.

**24. Time for Executing the Contract**

The bidder whose bid shall be accepted will be required to execute a contract within fifteen (15) days after the notice that his Proposal has been accepted. Failure or neglect to execute the Contract within the said period shall constitute a breach of the agreement effected by the acceptance of the bid and the Proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Specifications.

**25. Liquidated Damages for Failure to Enter Into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the proposal security deposited with his bid.

**26. Assignment or Subletting of Contract**

The contractor may not assign or sublet this contract, in whole or in part, without prior express written approval of the City Business Administrator.

**27. Time of Payment**

The City shall make payment within forty-five (45) days after delivery of any purchase, upon request to the Finance Department for payment in the form of signed voucher and invoice.

**28. Tax Exemption**

The City of Long Branch is exempt from all Federal and State excise, sales, and other taxes. Tax ID number is available upon request to the Comptroller's Office.

**29. Prevailing Wages**

The successful bidder must comply with provisions of State Labor Laws, and New Jersey Prevailing Wage Act (34:11-56.26 et. seq.), and, if applicable, must submit certified payrolls in form set forth in N.J.A.C. 12:60-6.1(c).

Construction projects funded through Federal government funding must comply with the Federal Davis Bacon Prevailing Wage Act (29CFR, Parts 1, 3, 5), and the provisions of Federal Labor Laws.

**30. Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder is required to read the Americans with Disabilities language that is part of this specification, and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the act and to hold the City harmless.

**31. Affirmative Action**

The bidder must read, make himself familiar with, and agree to the terms of the Affirmative Action Statement which immediately follows this section. Further the bidder must complete the Affirmative Action questionnaire incorporated into this bid package.

**32. Insurance**

The contract shall maintain Workmen's Compensation, General Liability, and Automobile Liability insurance coverage in amounts as required in the bid specifications and subject to City approval, and, if requested, shall name the City as also insured.

**33. Indemnification**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the City, its agents, servants, employees, and assigns against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the City, its agents, servants, employees, and assigns from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents. This indemnification and save harmless obligation shall include cost of providing for defense of the City of Long Branch in any type of action filed against the City.

**34. Contract Forms**

Incorporated into this bid package is a sample of the City's standard contract form. All prospective bidders should familiarize themselves with this form in the event they are awarded the bid.

**35. Definition**

The terms "bidder", "vendor", and "contractor", as mentioned in these specifications, shall be considered to be synonymous.

**36. Preference for Domestic Products**

Pursuant to 40A:11-18 of the revised Statutes of the State of New Jersey, only manufactured products of the United States, wherever available, shall be used in connection with this contract. Bidders intending to claim domestic preference must submit with their bid documentation that the products or goods being provided under this bid are solely made, manufactured, assembled in the United States of America, including detail on the point of origin of the goods and/or all its components. Additionally, the bidder must provide an affidavit certifying that the products or goods are American made or manufactured.

**37. Material Safety Data Sheets**

In accordance with Workers and Community Right to Know Act (N.J.S.A. 34:5a-1 et seq) the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9), which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each bidder must furnish the City of Long Branch with a MSDS (Material Safety Data Sheet) for each product they supply to the City which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These MSDS must be submitted to the City of Long Branch upon award of bid and signing of the contract documents. The City of Long Branch reserves the right to request a copy of the applicable MSDS be forwarded to the appropriate department with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-9, each product shall have a label affixed or stenciled onto any container that contains such substances and is going to be supplied to the City.

**38. Non-Appropriation of Funds**

In accordance with New Jersey Statutes, multi-year contracts, and contracts whose term encompasses more than one fiscal year, are awarded based upon certification of adequate funds in the current budget year, with continuation of the contract contingent upon provision of additional funds in future year budgets.

If, in fact, due to budget constraints, the City determines that it cannot continue the contract beyond the period for which funds were certified, it will give the contractor sixty (60) days written notice of its intent to cancel the contract.

### **39. Disclosure of Contributions to ELEC**

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. The report is due September 28, 2007 for the 2006 calendar year, and March 30 of each subsequent year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**CITY OF LONG BRANCH**  
**BID SPECIFICATIONS FOR**  
**AUTOMATED FINGERPRINT AND PALM PRINT**  
**IDENTIFICATION SYSTEM**  
**FOR DEPARTMENT OF PUBLIC SAFETY**

**INTENT**

It is the intent of these specifications to describe and govern the purchase of an automated fingerprint and palm print identification system *to be* utilized by the Long Branch Police Department. The system offered must be capable of interface with the Police Department's existing Cross Match LiveScan fingerprinting system and a child ID system and the IMC Database Software System.

In accordance with the recommendations of the Public Safety IT Division, it is a requirement of these specifications that the system software being offered by the bidder is Microsoft Windows based. This requirement will insure that the system provided will be user friendly, and give the Police Department the ability to easily perform system modifications, add and remove peripherals, modify templates and make other software changes as necessary.

The equipment offered shall be new and of the latest design, and be in current production at the time of the submission of the bid. The equipment, software, systems, and supplies described in these specifications are produced and/or marketed by AFIX Technologies, Inc., including AFIX Tracker v.5 Automated Fingerprint and Palm print Identification System software, Dell Dimension 9200 mini-tower computer system and 24" Ultra Sharp Wide-screen Flat Panel, configured per the specifications below, Maxtor One Touch-III External Backup Drive, APC UPS, Epson Perfection 4900 Flatbed scanner, and Epson Stylus CX5000 multi-function device (scanner printer, copier). However, the City will consider bids for other brands that meet or exceed the minimum specifications described herein.

**GENERAL**

Bid prices are to be held firm for 60 (sixty) days from date of bid opening. All pricing is to be inclusive of shipping, and shipping terms are F.O.B. Long Branch, NJ.

The City of Long Branch is not responsible for any misinterpretation or misunderstanding of these specifications by the bidder, or any errors in publication, or print of any corrections. The bidder cannot assume anything pertaining to the specifications or the equipment they intend to offer. Prospective bidders are advised to read these entire specifications promptly upon receipt, and to immediately thereafter direct any questions regarding the bid to the Purchasing Office. (See paragraph under Errors and Omissions).

**ERRORS AND OMISSIONS**

Inadvertent omissions and/or errors, that may require change to these specifications, must be submitted to the City Purchasing Agent in writing at least seven days prior to the bid opening date in order to comply with statutes relative to advertisement of addenda. All questions shall be answered by written addendum to all prospective bidders. Verbal responses shall not be binding.

Following award of the bid, should the successful bidder discover any errors or omissions in the work undertaken and executed by him, he shall immediately notify the Purchasing Agent, who shall promptly verify same.

If, with the knowledge of such error or omission, and, prior to the correction thereof, the bidder proceeds with any work affected thereby, he shall do so at his own risk.

The work done shall not be considered as work done under, and in the performance of this agreement unless, and until, approved and accepted in writing by the Purchasing Agent.

### **EXCEPTIONS**

Every mention of brand names in these specifications shall be considered to say "or equal" whether or not the specifications say this phrase. Mention of brand names is solely for the purpose of setting a minimum standard of quality. Other brands will be considered if, upon analysis by the City, they prove to be equal. However, note of substitute brands must be included in the exception information included by the bidder.

These specifications are not intended to be restrictive, but are meant to describe the type of unit required for use by the City of Long Branch. Bidders are warned, however, that failure to carry out the provisions noted herein will be deemed sufficient reason to reject their bid.

Any and all exceptions to or deviations from these specifications, no matter how slight or minor, must be detailed on a separate page accompanying the bidder's proposal. The exceptions must be noted in detail in the same order as the bid specifications, and must include the section and item number. The detail must include the manufacturer's name, make and model number for each and every component. The bidder must explain exactly how and why the substitute being offered is equal to or better than that in the bid specifications.

It is not acceptable to take an exception to an entire section; each item in that section must be noted. If the bidder lists no exceptions, the City will assume that the equipment provided will be exactly like that described in these specifications.

Accompanying the bidder's proposal must be adequate product literature, pictures, manufacturer's design drawings, blueprints, and technical specifications to enable the City to evaluate the equipment and components being offered by the bidder. Failure to provide the required information shall be cause for rejection of the bid.

The model unit delivered to the City must be the exact model bid by the bidder. The City reserves the right to reject delivery of the unit if it does not comply with the specifications outlined in the bidder's proposal.

### **REFERENCES:**

Provide with the bid proposal at least ten references from Law Enforcement Agencies for which your company has installed Automated Fingerprint and Palm Print Identification Systems similar to the proposed system. For each reference include:

- agency name
- contact name
- physical address
- telephone number
- email address
- date of installation
- model of system(s) installed

**BID SPECIFICATIONS FOR  
AUTOMATED FINGERPRINT & PALMPRINT  
IDENTIFICATION SYSTEM (AFIS/APIS)**

This document outlines the bid specifications required by the City of Long Branch, Monmouth County, New Jersey for an automated fingerprint and palm print identification system (AFIS/APIS) for use by its Department of Public Safety. The general intent of the City of Long Branch is to acquire a system capable of importing and processing fingerprint and palm print images from live scan devices, digital cameras, and scanners along with remote networked work stations. This system will be used to construct and manage a local database of known fingerprints and palm prints and to use that database for automated searching of latent fingerprints and latent palm prints recovered at crime scenes. This system must be capable of forward searching of latent prints to known prints and known prints to known prints, reverse searching of known prints to latent prints, and searching of latent prints to latent prints, and must also meet or exceed all of the additional specifications listed in this document.

Bidders responding to these bid specifications must include a separate YES or NO response in the space provided to the left of each individual numbered or lettered specification indicating whether the proposed system provides the required capability, feature or function described in the specification. In items where a particular brand name or model of hardware is specified, a different brand or model, equivalent or better in quality, may be submitted, but the bidder must provide brand, make or model of all equipment being substituted, and bid must include manufacturer's product literature and product information for all substituted brands.

It is the intent of these bid specifications to describe equipment and software capable of performing certain functions necessary for the efficient operation of an automated fingerprint and palm print identification system. Bids which do not meet, prove equal to, or exceed all of these minimum required specifications are subject to rejection. Bidders stating "equal to" or "exceeds" on an individual specification must provide documentation to support that statement and note it on the "Exceptions" page of this document. Failure to submit this required documentation may result in rejection of the bid.

Fill in the blanks "Yes" if meeting or exceeding the numbered specification(s) and "No" if exception(s) is taken to the numbered item. A checkmark will not suffice. **This form must be correctly completed and returned in order to constitute a valid bid, including the signature of an authorized company representative. Failure to do this will subject your bid to rejection. All "No" answers must be fully explained on a page entitled "Exceptions", and must list in detail, each and every exception, no matter how slight.**

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable 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.

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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

***THE CONTRACTOR IS REQUIRED TO SUBMIT, PRIOR TO OR AT THE TIME THE CONTRACT IS SUBMITTED FOR SIGNING BY THE PUBLIC AGENCY, ONE OF THE FOLLOWING THREE DOCUMENTS:***

- I. APPROPRIATE EVIDENCE THAT THE CONTRACTORS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM.***
- II. A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL IN ACCORDANCE WITH N.J.A.C. 17:27-4.***
- III. AN INITIAL EMPLOYEE INFORMATION REPORT CONSISTING OF FORMS PROVIDED BY THE AFFIRMATIVE ACTION OFFICE AND COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH N.J.A.C. 17:27-4.***

**AMERICANS WITH DISABILITIES ACT OF 1990**  
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American 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 OWNER pursuant to this contract, the CONTRACTOR agrees that the performance 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 OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising 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 OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER 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 OWNER 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 proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER 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 OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, 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 OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLIANCE**

### For Procurement (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** provide 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 the 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 Sales 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 or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

### For Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) 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 Sales and Use Tax Act, (N.J.S.A. 52:32B-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 or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

# CITY OF LONG BRANCH BID DOCUMENT CHECKLIST

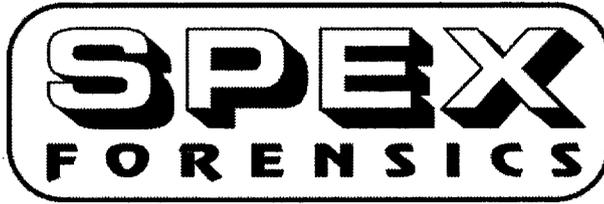
REQUIRED  
BY OWNER

READ, SIGNED  
& SUBMITTED

- |                                     |   |                                     |
|-------------------------------------|---|-------------------------------------|
| <input checked="" type="checkbox"/> | <b>EXECUTED BID PROPOSAL FORM</b>   | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <b>STOCKHOLDER DISCLOSURE CERTIFICATION</b>   | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <b>NON-COLLUSION AFFIDAVIT</b>  | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <b>ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA</b>  | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <b>BID/PROPOSAL SECURITY</b><br>(IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000) | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <b>CERTIFICATE OF SURETY</b>  | <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> | <b>BUSINESS REGISTRATION CERTIFICATE</b>  | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <b>AFFIRMATIVE ACTION QUESTIONNAIRE</b>   | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <b>INSURANCE CERTIFICATE(S)</b>   | <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> | <b>REFERENCES</b>   | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <b>OTHER -</b>  | <input type="checkbox"/>            |

REVIEWED

- |                                     |  |                                     |
|-------------------------------------|--|-------------------------------------|
| <input checked="" type="checkbox"/> | <b>MANDATORY AFFIRMATIVE ACTION LANGUAGE</b>   | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <b>AMERICANS WITH DISABILITIES ACT OF 1990</b> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <b>PREVAILING WAGE REGULATIONS</b>             | <input type="checkbox"/>            |



HORIBA JY INC • 3880 PARK AVE • EDISON, NJ 08820 USA • 732-494-8660 FAX 732-549-5125

July 6, 2007

Carol Mellaci  
Purchasing  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

Dear Carol,

Thank you for the opportunity to offer our products in response to you're "BID: FINGERPRINT SYSTEM". As the only New Jersey manufacturer of an AFIS System, we are proud to offer the PrintQuest AFPIS solution *which meets and exceeds the specifications listed*. The attached documentation will serve to illustrate the fundamental differences between our system and others, as well as point out the advantages of choosing our system. **We strongly encourage Long Branch to call our references and discuss the results our customers are getting.**

We thank you for your time and consideration. We invite you to contact us if you have any questions and encourage you to call our references.

Respectfully,

A handwritten signature in black ink that reads "Jim Kearney". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jim Kearney  
SPEX Forensics  
3880 Park Ave  
Edison, NJ 08820  
732-494-8660 (Main)  
800-438-7739 ext. 285  
732-623-8285 (direct)  
732-549-5125 (fax)  
[www.printquest-afis.com](http://www.printquest-afis.com)  
[jkearney@mail.crimescope.com](mailto:jkearney@mail.crimescope.com)

*PrintQuest by SPEX!*

**Business Confidential: Agency use only**

**CITY OF LONG BRANCH  
PROPOSAL FORM**

Proposal of:..... HORIBA Jobin Yvon, Inc./ SPEX Forensics.....

Address:..... 3880 Park Ave.....

..... Edison, NJ 08820.....

In accordance with the Notice to Bidders advertisement of the City of Long Branch inviting Proposals for:

..... Purchase and installation of automated fingerprint and palm print.....

..... identification system for the Department of Public Safety.....

.....  
in conformity with the attached specifications, I/we hereby certify that I am/we are the only person(s) with interest in this Proposal as principal(s), that it is made without collusion with any person, firm or corporation, that an examination has been made of the specifications, and that the equipment/materials/services will be delivered/performed within the time specified, at the bid prices detailed on the Proposal Form following.

Accompanying this Proposal is Bid/Proposal Security in the form of a Bid Bond (...), Certified or Cashier's Check (XX) Payable to the order of the City of

Long Branch in the sum of \$ 2,545.00 \_\_\_\_\_, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project, or to furnish within the stipulated time, the Performance or Contract Bond, if required in the specifications. Otherwise, the Bid Security will be returned to the undersigned.

If required in the Notice to Bidders and specifications, also accompanying this proposal is a Consent of Surety from a surety company guaranteeing that it will provide the Performance Bond if the undersigned is awarded the contract.

**PROPOSAL FORM**  
(Cont'd)

The undersigned is an/a (...) individual, (...) partnership, (xx) corporation organized under the laws of the State of Delaware, having its principal offices at:

3880 Park Ave., Edison, NJ 08820

Phone Number (732)494-8660 ext. 111 Fax Number (732)623-8273

Trade Name of Bidder SPEX Forensics

Federal I.D. # or Social Security # 22-2460704

1. Signature 

Name Steve Slutter

Title President

2. Signature 

Name Andrew Whitley

Title Vice President

3. Signature N/A

Name \_\_\_\_\_

Title \_\_\_\_\_

Signed this 3rd day of July, ~~19~~ 2007

Note: If a partnership all partners must sign. If a corporation, two properly authorized officers must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Authority for the Principal or Principals involved. Attach additional signature sheets in the above form if necessary.

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** HORIBA Jobin Yvon, Inc./ SPEX Forensics

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

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. N/A

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input checked="" type="checkbox"/> Corporation        | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders: 100% Wholly Owned by HORIBA, Inc.

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this 3<sup>rd</sup> day of July, 2007

(Notary Public)

My Commission expires:

Maryann Ingenito  
(Affiant)

Maryann Ingenito/ Sales Coordinator  
(Print name & title of affiant)

(Corporate Seal)

*Lorraine Ann Kover*  
LORRAINE ANN KOVER  
ID # 2355534  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/7/2011

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of Middlesex

SS:

I, Maryann Ingenito residing in Sayreville  
(name of affiant) (name of municipality)  
in the County of Middlesex and State of New Jersey of  
full age, being duly sworn according to law on my oath depose and say that:

I am Forensics Sales Coordinator of the firm of HORIBA Jobin Yvon, Inc./  
(title or position) (name of firm)

SPEX Forensics, the bidder making this Proposal for  
Automated Fingerprint & Palm Print  
the bid entitled Identification System, and that I executed the said  
(title of bid proposal)

proposal with full authority to do so that said bidder 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 Long Branch** relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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

HORIBA Jobin Yvon, Inc./ SPEX Forensics  
(Name of firm)

Subscribed and sworn to  
before me this day ~~3rd~~

July 3, 2007

Maryann Ingenito  
(Signature of affiant)

Lorraine Ann Kover  
Signature of Notary Public

Maryann Ingenito  
(Type or print name of affiant under signature)

(Seal)

My Commission expires 2/7/2012

**LORRAINE ANN KOVER**  
**ID # 235534**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 2/7/2012**

**CITY OF LONG BRANCH**  
**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges the following information relative to receipt of Addenda for this bid (check appropriate box and provide required information):

No addenda was received by my company

My company received the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATED</u>
N/A	

Acknowledgement for: HORIBA Jobin Yvon, Inc. / SPEX Forensics  
(Name of company/corporation)

By: Maryann Ingenito  
(Signature of Authorized Representative)

Name: Maryann Ingenito

Title: Forensics Sales Coordinator

**NOTE: THIS FORM MUST BE COMPLETED AND SIGNED REGARDLESS OF WHETHER OR NOT ADDENDA WAS ISSUED AND/OR RECEIVED BY THE BIDDER. FAILURE TO SUBMIT THE COMPLETED FORM WITH THE BID PROPOSAL IS MANDATORY CAUSE FOR REJECTION IN ACCORDANCE WITH NJSA 40A:11-23.**

Taxpayer Identification# 222-460-704/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
HORIBA JOBIN YVON INC.

TAXPAYER IDENTIFICATION#:  
222-460-704/000

ADDRESS:  
3880 PARK AVENUE  
EDISON NJ 08820

EFFECTIVE DATE  
06/07/83

FORM-BRC(08-01)

TRADE NAME:  
SPEX INDUSTRIES

SEQUENCE NUMBER:  
0071384

ISSUANCE DATE:  
09/28/04

*John E. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**REQUIRED EVIDENCE**  
**AFFIRMATIVE ACTION REGULATION**  
**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

**OR**

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

**OR**

3. An Affirmative Action Employee Information Report (Form AA302).

**OR**

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH  
THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

---

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes  No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

Yes  No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: HORIBA Jobin Yvon, Inc./ SPEX Forensics

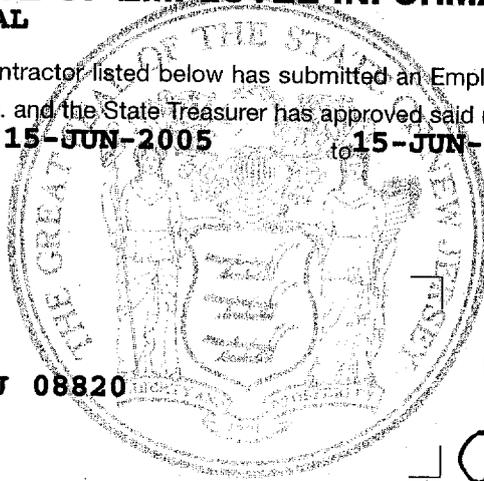
SIGNATURE: 

TITLE: Forensics Sales Coordinator

**NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

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-JUN-2005** to **15-JUN-2008**



**JOBIN YVON INC.  
3880 PARK AVE.  
EDISON**

**NJ 08820**

A handwritten signature in cursive script, appearing to read "John P. Blumauer".

State Treasurer

CITY OF LONG BRANCH  
PROPOSAL FORM

Page 1 of 3

HORIBA Jobin Yvon, Inc. / SPEX  
Bidder's Name Forensics

**Bid Price to provide and install the following software, software licensing, equipment, warranties for an automated fingerprint and palm print identification system, as described in the specifications.**

**Fingerprint and palm print identification system including software, software licensing, two (2) year Support plan, mini-tower computer system, including 24" Ultra Sharp Widescreen Flat Panel, 300 GB external backup drive, uninterruptible power supply, flatbed scanner, and multi-function device (printer, copier, scanner), including delivery, installation, training, as more specifically described in the bid specifications**

\$ 19,500.00

Nineteen Thousand Five Hundred Dollars and Zero Cents

Bid Price in Words

**Support Plan Extension- Additional one (1) year**

\$ included

N/A

Bid Price in Words

**Total Bid Price for all items**

\$ 19,500.00

Nineteen Thousand Five Hundred Dollars and Zero Cents

**Total bid price in words**

CITY OF LONG BRANCH  
PROPOSAL FORM

Page 2 of 3

HORIBA Jobin Yvon, Inc./SPEX  
Bidder's Name Forensics

**Summary of Software and Equipment Bid:**

**Note: Manufacturer's product literature and specifications must be provided for each item/component**

**Software Brand/Version:** PrintQuest AFIS - APIS v. 2.4.0.

\_\_\_\_\_

**Computer System Brand/Model/ Configuration:** Dell Precision Workstation 390

\_\_\_\_\_

**24" Ultra Sharp Flat Panel Brand/Model :** Dell Ultra Sharp 2407 FP (wide screen)

\_\_\_\_\_

**External backup drive Brand/Model :** Western Digital "My Book" 500 GB USB 2.0

Hard Drive

**Uninterruptible power supply Brand/Model :** APC Back - UPS RS 800 VA

\_\_\_\_\_

**Flatbed Scanner Brand/Model:** Epson Perfection 4990 Photo

\_\_\_\_\_

**Multi-Function Device Brand/Model:** 1. Epson Stylus CX 5000 2. HP Color

Laser Jet 2605 dn

CITY OF LONG BRANCH  
PROPOSAL FORM

Page 3 of 3

HORIBA Jobin Yvon, Inc./ SPEX  
Bidder's Name Forensics

**Specification Compliance**  
**(Check one)**

- Our bid proposal is 100 % compliant with the bid specifications
- Our bid proposal contains exceptions to the bid specifications, and/or we are offering alternate brands of equipment. Detail regarding on exceptions and complete product literature, specifications and other information is enclosed with our proposal.

**Delivery**

Delivery and installation will be completed within 30 calendar days of notice of award of the contract.



**SPEX Forensic Division**

3880 Park Avenue, Edison, NJ 08820-3012 Tel 732-494-8660 Fax: 732-549-5125  
www.crimescope.com

Name.	Carol Mellaci	<b>Date:</b> 06/26/2007
Department	Purchasing	
Company	City of Long Branch	<b>Quote#:</b> JKEY-74JMG7
Address	344 Broadway	Delivery: 30 Days ARO
City, State Zip	Long Branch, NJ 07740	Payment Terms: Net 45 days
Tel:	732-571-5656	Validity: 60 days, Terms and conditions attached
Fax:		F.O.B. Long Branch NJ
email:	cmellaci@ci.long-branch.nj.us	

**THIS QUOTE MEETS AND EXCEEDS THE REQUIREMENTS FOR "BID: FINGERPRINT SYSTEM"**

Item	Part Number	Description	Price	Qty	Extended
1	AFPIS-1PC	<p><b>PRINTQUEST AUTOMATED FINGERPRINT/PALMPRINT SYSTEM. (UNLIMITED DATABASE) INCLUDES THE FOLLOWING:</b></p> <p>Dell Precision WS 390, Intel™ Core®2 Duo 2.66GHz/1066MHz/2MB, 2GB RAM, 3.5" FDD, 2 X 160Gb Serial-ATA HDD, Video card NVIDIA 128Mb, Gigabit Ethernet adapter, Dual Drives - 48X Combo + 16DVD+/- RW with double layer write capability , Enhanced Dell USB keyboard, Dell Optical Mouse w/roll, mouse pad, Dell Ultra Sharp 24" 2407FP Wide Screen Flat Panel. Western Digital My Book® 500Gb USB 2.0 hard drive for external backup, Sound card, Dell Sound bar, Norton Antivirus with 1 Year subscription. Scanner Epson Perfection 4990, Epson Stylus CX5000 Multifunction Printer, HP Color LaserJet 2605dn – network capable color laser printer with duplexer. APC Back-UPS RS 800VA.</p> <p>FACTORY SET-UP AND TEST, UNLIMITED AFIS &amp; APIS LICENSE FOR DESKTOP PC using Minutiae and Full Skeleton in searches, capable of searching calibrated and un-calibrated latents. EFTS FILE FORMAT COMPATIBILITY, IAFIS Integrated Interface. ImgTool fingerprint/palmprint image enhancement software with FFT, Subtraction, and Image filters capabilities. Embedded into AFIS software. <b>Audio/ Video Help Functions</b></p> <p>RED HAT LINUX OPERATING SYSTEM CONFIGURED, DUAL BOOT CAPABILITY WITH WINDOWS XP INCLUDED, MODEM FOR REMOTE FACTORY SUPPORT AND UPGRADES.</p> <p><b>3 YEARS WARRANTY AND SUPPORT.</b> Includes but not limited to; Three (3) year next day on site service, Unlimited Phone and Email Support Remote Modem Diagnostic in case of Problem and Upgrades. Expedited shipment of hard disk clone in case of hard disk failure.</p> <p>Factory diagnostic / software maintenance, in rare cases when modem assistance and shipment of cloned hard disk are not applicable. Software Upgrades if available.</p>	\$30,500.00 List Price	1	\$19,500.00 New Jersey Municipality Price

**BUSINESS CONFIDENTIAL: CUSTOMER USE ONLY**



**SPEX Forensic Division**

3880 Park Avenue, Edison, NJ 08820-3012 Tel 732-494-8660 Fax: 732-549-5125  
www.crimescope.com

Maintaining Hard Disk clones at factory with your latest  
Operating System and Software Configuration:

**AUTOMATIC DAILY DATABASE BACK-UP**

**3.5 DAY ON-SITE TRAINING AND INSTALLATION  
WITHIN 4 WEEKS AFTER DELIVERY.**

**ENTRY OF 1,500 TEN PRINT CARDS AT THE  
FACTORY WITH UP TO 6 DEMOGRAPHIC  
FIELDS, INCLUDING:**

- Text entry limited up to six fields. Typical fields are First name, Last name, Middle name, DOB, SSN, Other reference numbers. User may go back later and add additional information if necessary.
- TP card (and 2 palms when provided by customer) scanning of rolled prints.
- Replacement of poor quality rolled prints with slap prints if customer has previously marked the cards rolled prints he wants replaced with slaps.
- TP card automatic extraction of centers, deltas, patterns.
- TP card manual checking/correction (Quality Control) by a fingerprint expert of centers, deltas/patterns

**ENTRY OF 150 FINGER/ PALM LATENTS AT THE  
FACTORY, RUNNING SEARCHES AGAINST 1500  
TEN-PRNT CARD DATABASE AND CHECKING  
CANDIDATE LISTS.**

**ONE (1) DAY IN-FACTORY REFRESHER  
TRAINING EVERY MONTH FOR 12 MONTHS  
AFTER INITIAL TRAINING. TRAINING (for up to 5  
people) PROVIDED AT SPEX FORENSICS  
FACILITIES IN EDISON, NJ.**

Subtotal	\$19,500.00
Shipping, Packing & Handling	0.00
<b>TOTAL</b>	<b>\$19,500.00</b>

*Please reference this quotation number and fax all  
purchase orders to the attention of Maryann Ingenito,  
Forensics Sales Coordinator at Fax # 732-549-5125*

Jim Kearney  
Forensic Sales Engineer  
SPEX Forensics, Division of HORIBA Jobin Yvon, Inc.

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## City of Long Branch Exception (Exceed) List

### #1 Exceeds Requirement.

PrintQuest offers a windowed graphical interface that is based on Linux (UNIX) operating system. Linux was chosen to support AFIS-APIS for its stability (dedicated system), performance (true multitasking), cost and security (less vulnerable to viruses). Microsoft Windows is also included and any file captured, enhanced in Windows can be open by PrintQuest in Linux.

### # 8 Exception

This is a confusing resolution to state for AFIS. The accepted FBI resolutions are 500 and 1000 DPI. The figure of 9,600 ppi is that of a scanner not of the certified software for image use. 9600 is not a standard AFIS resolution. A resolution of over 1,000dpi will not increase the accuracy of the system

### # 15 Exception.

PrintQuest AFIS does not require splitting palms into segments, which makes using palms in PrintQuest easy, fast and very effective and accurate. This method gives more work for a computer and less work for a user, it saves a lot of time and it's not exposed to operator's mistakes (an operator does not have to "guess" which area certain palm fragment belongs to). PrintQuest AFIS does not require any special palm training or comprehensive experience to enter process and successfully search palms. Our users can prove it. PrintQuest AFIS can acquire palm images as big as up to 8x6 inches, that may include the whole hand with palm and lower joint fingers area as one image. That's why it works perfectly and easily with palm cards and images from IDENTIX TP3800 full-hand scanner or Cross Match ID2500 full-hand scanner.

### Splitting the Palms in other systems wastes valuable time

Some companies argue that Splitting the palm is efficient and those systems which do not split them are inefficient. Splitting the palm is only efficient for the computer NOT the user entering palms. When splitting the palms, the palm entry process takes more time for the user.

The ultimate idea behind a local Desktop AFIS is to save time for the department using it. Splitting the palms does not save time.

### # 20 Exception

We presently use our FBI certified WSQ compression algorithm

### # 37 Exceeds

We offer a faster processor -- 2.66Ghz

### # 40 Exceeds

Dell model offered is 2407FP 24" Monitor.

### # 41 Exceeds

We offer a NVIDIA Quadro NV5-285, 128 Mg RAM

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**# 52 Exceeds**

We offer the EPSON CX500 as the CX4800 is discontinued

**# 65 Exceeds**

SPEX Forensic allows 2 more fields as standard practice for a total of 6 user defined fields.

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## TECHNICAL REQUIREMENTS

YES/NO	<u>SOFTWARE SPECIFICATIONS:</u>
Yes	1) Software employs a Windows based operating system. Proprietary operating systems not acceptable.
Yes	2) Software provides both automatic and manual extraction of minutiae. Automatic extraction is defined as the selection and plotting of individual ridge details and their relationships to other minutiae within the print, without user interaction.
Yes	3) Software allows the operator to manually edit minutiae indicators at any point in the process, including the final comparison screen.
Yes	4) Software supports searches of known inked fingerprints to known inked fingerprints, known inked fingerprints to latent fingerprints, latent fingerprints to known inked fingerprints, latent fingerprints to latent fingerprints, latent palm prints to latent palm prints, latent palm prints to known inked palm prints and known inked palm prints to latent palm prints.
Yes	5) Ability to distribute the processing workload of a single search or multiple searches across a master search engine and multiple client search engines running on multiple processors, either on a single motherboard or on multiple networked computers.
Yes	6) Ability to conduct remote "lights-out" searches of other compatible AFIS/APIS systems via an internet-based transaction server or direct network connection.
Yes	7) Ability to interface with mobile ID systems for "lights-out" mobile fingerprint search and identification.
No	8) Ability to scan or import fingerprint, palm print and/or latent images at resolutions from 500 ppi to 9,600 ppi. System must be capable of utilizing images at any resolution within this range for all search and match functions within the same database.

- |     |   |
|-----|---|
| Yes | 9) Ability to limit latent search rotation parameters to either $\pm 45$ degrees or $\pm 90$ degrees, when applicable and preferred.  |
| Yes | 10) Ability to search latent prints in complete 360 degrees rotation when correct orientation of latent print is unknown.   |
| Yes | 11) Stereo comparison of candidates with lines connecting matching minutiae points. (Either one at a time or all together.)   |
| Yes | 12) Ability to interface with multiple live scan devices.   |
| Yes | 13) Ability to scale photographs imported from either conventional photographs or digital sources.  |
| Yes | 14) Ability to import and export single latent images or complete tenprint or palm print records to other systems via network or internet using EFTS/NIST File Transmission Standards.  |
| No  | 15) Ability to segment the palm into at least ten (10) sections to enable the operator to limit the search to specific areas of the palm, when the area is known.   |
| Yes | 16) Automatic minutiae extraction of each of the ten (10) sections of the palm is based on a quality assessment of the image in each section, totally independent of the other sections.  |
| Yes | 17) Ability to launch latent palm print searches against multiple sections of the palm simultaneously.  |
| Yes | 18) Ability to launch searches of multiple latent prints against the entire database (to include latent to tenprint, latent to inked palm print and latent to latent searches) simultaneously.<br>Provides search capability for:<br>10-print to 10-print searches<br>10-print to latent searches<br>latent to 10-print searches<br>latent to latent searches<br>record palm to record palm searches<br>latent palm to record palm searches<br>record palm to latent palm searches<br>latent palm to latent palm searches |

- |     |  |
|-----|--|
| Yes | 19) Allow administrative control to enforce mandatory user documentation of editing or modification of tenprint, palm print or latent records.   |
| No  | 20) Provide option to use either WSQ or JPEG 2000 compression algorithms.  |
| Yes | 21) Scanning template for tenprint cards allows for substitution of any rolled impression with the appropriate plain impression during the initial scanning process.   |
| Yes | 22) Ability to interface with multiple image enhancement software programs. (Adobe PhotoShop, More Hits, etc.)   |
| Yes | 23) Ability to classify known inked fingerprints, including placement of cores and deltas, pattern interpretation, and ridge counting.   |
| Yes | 24) Ability to automatically convert NCIC fingerprint classification to Henry classification without user intervention.  |
| Yes | 25) Ability to store a minimum of three sets of tenprint records and three sets of known inked palm prints for each individual included in the biographical records grid.  |
| Yes | 26) Fully customizable biographical records grid with drop down menus for standard physical attribute descriptors.   |
| Yes | 27) Ability to customize latent searches through the use of biographical data related to known prints and latent prints, in conjunction with rotation, pattern type and finger position or corresponding area of the palm.                                   |
| Yes | 28) Ability to designate latent case files as "closed cases", allowing the latent records to remain in the database, but excluding them from subsequent searches.  |
| Yes | 29) Ability to designate individual latent images within a case file as "identified", excluding them from subsequent searches while allowing any additional latent images within the same case file which are not yet identified to continue to be searched. |

- |     |  |
|-----|--|
| Yes | 30) Automatic rotation of latent print to the computer match position with each known print on the candidate list.   |
| Yes | 31) Ability to automatically import and extract records from connected live scan devices without user intervention.  |
| Yes | 32) Ability to capture or import multiple photos into each record from a TWAIN-compliant camera, flatbed scanner or pre-existing digital photo file. Must have the ability to designate photos as mug shots, scars, marks or tattoos.  |
| Yes | 33) Ability to print a copy of any photo which is a part of a database record.   |
| Yes | 34) Provide an integrated automatic backup utility to allow unattended scheduled backups or on-demand backups of all records. Backup must be possible while system is in operation.  |
| Yes | 35) Ability to automatically import and extract batches of tenprint records which have been created in any of the common Windows graphic formats (jpeg, tiff, bmp, pcx, png, jp2k etc.)  |
| Yes | 36) Ability to fully interface with remote workstations which provide the ability to enter known inked fingerprints, known inked palm prints and latent prints into the primary system database, to include biographical data input, classification, minutiae extraction and minutiae editing capability identical to that in the main system. |

**YES/NO**

**COMPUTER SYSTEM SPECIFICATIONS:**

- |     |  |
|-----|--|
| Yes | 37) Processor: Intel Core 2 Duo Processor E6600 (2.4GHz,1066FSB) with 4MB cache (or greater) |
| Yes | 38) Memory: 2GB DDR2 SDRAM at 533MHz (or greater)  |
| Yes | 39) Keyboard: Dell USB keyboard (or equivalent)  |

Yes

40) Monitor: 24" Dell 1907FP digital flat panel display (or greater)

Yes

41) Video Card: NVIDIA GeForce 7300 LE (or greater)

Yes

Hard Drives: DataSafe 160GB (Secured Storage and Data Recovery Solution) (or greater see below)- Upgrade for to dual drive CD/DVD. two separate drives instead of one combo unit. The drives as per Dell's Web site should have the following specs. ( Dual Drives 48X combo+ 16DVD +/- RW with double layer write capable.

**Maxtor One Touch-III 300GB External Backup Drive**

- Hard drive: 3.5 inch ATA with Ultra ATA 133 interface
  - RPM: 7200
  - Cache buffer: 16 MB
  - Interface: 1394/FireWire/i.LINK and USB 2.0/1.1
  - Average seek time: ≤ 9.0 ms
  - Sustained transfer rate (maximum) USB 2.0: 34MB/sec, FireWire: 41MB/sec
  - Bus transfer rate (maximum) USB 2.0: 480MB/sec, FireWire: 400MB/sec
  - Dimensions: 1 5/8 x 5 1/2 x 8 5/16 inches (41 x 140 x 210 mm)
  - Weight: 3.1 lbs (1.38 Kgrams)
  - AC input voltage: 100-240 VAC
  - Input frequency: 47-63 Hz AC
  - Operating temperature: 5° C to 35°C (41°F to 95°F)
- 42)

Yes

43) Operating System: Microsoft Windows XP Professional, Service Pack 2, English

Yes

44) Mouse: Dell Optical USB mouse (or greater)

Yes

45) Network Interface: Dell Gigabit Ethernet (or greater)

Yes

46) CD/DVD Drive: 16X DVD+R/RW CD-RW Combination Drive (or greater)

Yes

47) Sound Card: Integrated audio

Yes

48) Speakers: Dell AS501 Stereo Sound Bar (or greater)

Yes

49) Security Software: Norton Internet Security 2007 or current version.

Yes

50) Hardware Warranty: Three (3) year limited warranty plus three (3) years next-day onsite service (or greater)

Yes

51) Flatbed Scanner: Epson Perfection 4990 Photo (or greater)

Yes

52) Printer: Epson Stylus CX4800 Multifunction device with printer, copier & scanner functions (or greater)

Yes

53) Battery Backup: APC Back-UPS 800VA (or greater)

**YES/NO**

**SYSTEM CAPACITY CONFIGURATION:**

Yes

54) Initial system hardware designed with the capacity to store a minimum of 300,000 tenprint cards or 100,000 known inked palm prints, or any equivalent combination thereof.

Yes

55) System capacity must be upgradeable without additional licensing fees.

**YES/NO**

**CUSTOMER SUPPORT:**

Yes

56) Built in "Help" files with video demonstrations of system features. Revised Help files provided with each new upgrade version released.

Yes

57) Included 2 years of technical and software update support (renewable), one year additional totaling three years. Including the following #58 thru #61

Yes

58) A. Unlimited toll-free technical support calls from within the continental U.S.

Yes

59) B. Unlimited technical support via direct log-in when system is connected to a broadband internet connection.

Yes

60) C. Provision of all software maintenance updates.

Yes

61) D. Provision of all new versions of the software.

YES/NO

**INSTALLATION AND TRAINING:**

Yes

62) Minimum of two days training at, or near, the time of installation. Training administered by a Latent Print Examiner Certified by the International Association for Identification.

Yes

63) Training includes specific instructions on how to properly orient partial latent palm prints in order to minimize the area searched and maximize the search efficiency of the system.

YES/NO

**INITIAL DATABASE CONSTRUCTION:**

Yes

64) Input and extract five hundred (500) tenprint cards or five hundred (500) individual inked palm prints. (250 sets of known palm prints) or any combination up to a total of 500. Extraction and review supervised by I.A.I. Certified Latent Print Examiners.

Yes

65) Conversion of cards must include data entry of biographical information incorporating a minimum of first and last name and two additional descriptor fields chosen by the purchasing agency.

Yes

66) Conversion and extraction of an additional 1,000 ten print record cards and 1,000 sets of known inked palm prints. This conversion and extraction to be supervised by I.A.I. Certified Latent Print Examiners.

**ANY AND ALL EXCEPTIONS MUST BE LISTED IN DETAIL ON A SEPARATE SHEET OF PAPER ENTITLED "EXCEPTIONS" AND MUST BE NUMBERED ACCORDING TO ORDER AND ITEM NUMBER IN THE SPECIFICATIONS. IT IS NOT ACCEPTABLE TO TAKE EXCEPTION TO THE ENTIRE SPECIFICATION, OR TO A GROUP OF ITEMS. EACH ITEM MUST BE NOTED SEPARATELY.**



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**Overview of why SPEX PrintQuest is the Appropriate Choice for Long Branch Police Department**

**The System**

All PrintQuest® systems come as a complete package including a Dell Desktop computer, scanner for 500/1000 DPI, Ink jet printer or Laser printer, APC-UPS, LCD monitor, keyboard, ETHERNET adapter, r/w DVD combo drives, ImgTool Image Enhancement software for latent image enhancement, Audio/Video help functions to guide users through each step. Systems requiring greater capability and flexibility are offered in a rack mount version. The system also includes installation and 3.5 days/ 8 hours per day of training. 1 year of maintenance support is standard with all systems. For this Bid, 3 years has been quoted. Quarterly newsletters keep users up to date on new releases/features as well as successes by other users. PrintQuest is a proven low cost Networking AFIS Solution.

SPEX Forensics has always maintained an open door policy for communicating with all NIST EFTS compliant hardware systems, like Livescan and software applications, like RMS. SPEX Forensics Support Engineers will be happy to discuss any of these applications with you. In addition, Long Branch IT Department will find PrintQuest extremely friendly and easy to perform systems modifications, add and remove peripherals, modify templates and make other software changes as necessary. As usual our Support Engineers are available to assist wherever possible

**Software Configuration**

**PrintQuest is delivered as a dual partition system:**

On the Red Hat Linux Partition of the computer, we install the PrintQuest AFIS/APIS software. Linux provides stability. Security with a dedicated system, not as susceptible to virus or corruption as Windows based software. Linux is a derivative of UNIX used by Mainframe AFIS Systems.

Included is a Windows Partition, running Windows XP. This partition will allow the users to run Windows based secondary applications. Images created, edited or saved in any Windows application is accessible in AFIS under

Listed below are a few agencies that have reviewed our system to others in the market and have chosen SPEX

**Agencies who have tested our PrintQuest® System and tested other vendors have selected PrintQuest® for its ease of use and more hits due to our searching algorithm.** A good example is David Grady of the Worcester Police Dept. compared similar Desktop AFIS units and found PrintQuest® easier to use. He can be contacted at 508-799-8635.

It is not enough for an AFIS company to produce a user list. Over time all AFIS vendors have a large amount of users. What sets an AFIS apart from the rest of the field is the success those users have with the system.

Junior Watts from the Bermuda Police Department has had outstanding results using PrintQuest®. In his 9000 person database, Junior had 369 hits including 118 palm hits in just an 11 month period. It is interesting to note that 332 of the hits (90%) were in the number one position of the candidates list. This means HIGH Accuracy, HIGH Selectivity and less time spent by agency personnel reviewing very long list of candidates. We suggest you contact Junior at (441) 278 5151.

Capt. Lori Mambelli, Passaic County Sheriff's Office Selected SPEX Forensics to meet the Counties fingerprint identification needs. In addition to selecting the SPEX AFIS, Capt. Mambelli established a purchasing COOP as part of the Contract that will allow County Municipal Police agencies to purchase workstations at a preferred price thus allowing each Municipality access to the entire County database. Capt. Mambelli can be reached at 973-881-4610

Sgt Bruce Evans and Sgt. Byron Towndrow, CSI Investigation Unit at Randall County Sheriff's Office, has made 498 latent finger and 42 latent palm confirmed hits since using PrintQuest. Prior to using PrintQuest, Randall County used another well

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know desktop AFIS system. Bruce and Byron can be reached at 806-468-5805. Randall County is a part of the Panhandle AFIS Network.

John Kiehl, Director Panhandle Regional Planning Commission (PRPC). John managed the bid and procurement process to interconnect 26 agencies in the Panhandle Region of Texas. John and his committee selected SPEX over multiple vendors. The Panhandle Region is experience exceptional success with their SPEX system. John may be contacted at 806-372-3381.

Currently 25 Sheriff's Offices and local Police Departments in Panhandle TX are interconnected with Amarillo PD AFIS with secure VPN tunnels over fast internet connections They have permanent access to Regional AFIS, and can submit ten-print cards and latents and check results remotely at any time they need. For questions regarding county AFIS systems and interconnection with Regional system you may contact Sgt Whisler at Borger PD on the phone: 806-273-0937.

Of the 25 Sheriff's offices above, currently 13 of the them have had the PrintQuest Systems interfaced with IDENTIX Live Scan units : Amarillo Police Dept (2 Identix TP3800 scanners are interfaced with PrintQuest), Potter County, Randall County, Childress County, Swisher County, Hansford County, Ochiltree County , Moore County , Hemphill County , Gray County, Wheeler County, Donley County, Lipscomb County Sheriff's Department (each of them has Identix TP3800 livescan system interfaced with PrintQuest AFIS).

At this time, the Panhandle Regional AFIS (hosted by Amarillo PD) includes approximately 160,000 ten-print and palm cards, 2300 fingerprint latents and 480 palm latents. They have had approximately 460 hits on fingerprints and 70 hits on palm prints. Questions regarding the use of the Panhandle Regional AFIS system can be directed to contact Sgt Cook, He can be reached at 806-378-4253

Carl Muschweck at St. Lucie County Sheriff's Office used PrintQuest® to assist in apprehending a key suspect in a major homicide case of nation-wide notoriety. Carl has the 3 agencies networked Carl can be reached at 772-370-2678.

Dave Cannaday, Citrus County Sheriff's Office is having excellent success. With a database of 7,330 ten print cards; Dave has had over 395 confirmed hits, 222 on fingers and 143 on palms. Dave can be reached at 352-726-4488

Andy Parker and Rebecca Heinrich at Wake County Sheriff's Office is also having excellent results just using PrintQuest® for palms. Andy and his team went through an extensive AFIS evaluation, which included testing latents in different systems, before selecting PrintQuest®. Since the installation of PrintQuest, Wake County has had over 308 confirmed palm hits in a little over a year. Andy can be reached at 919-856-6272. Rebecca can be reached at 919-856-5319. Because of Wake counties success other neighboring agencies are looking to purchase a SPEX AFIS and have it networked to Wake County.

#### Searches

There are 8 types of searches are available in PrintQuest® AFIS-APIS:

- TP card to TP cards,
- Latent to TP cards (fingers)
- TP card to latents (fingers)
- latent to latents (fingers)
- Palm latent to Palm cards
- Palm card to Palm latents,
- palm latent to Palm latents
- Palm card to Palm card

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#### **Image Scale**

PrintQuest® AFIS does not require the use of scaled latents. It can work with latents of any (even unknown) scale without influence on accuracy of matching results. This feature also gives great results in the case of aging skin modifications.

#### **Powerful and Convenient Database.**

The PrintQuest® database features the following capabilities:

- To input and keep criminal cards, registration cards and cards of corpses;
- To input and keep rolls, slaps, palms, different photo images – mug-shots, tattoos, other particular marks, different text information;
- To input and keep finger latents and palm latents with associated photos from a crime scene;
- To perform any type of text selections, sorting, editing of records;
- Export and import, data exchange with other PrintQuest® systems and any another AFIS and Livescan systems using EFTS format;
- To show any text and graphical information, to print TP cards, matched images, lists, statistical reports;
- Output TP card print forms can be customized according to the user's requirements
- Minutiae on matched images can be visually and precisely marked for Court Presentation. Automatic numbering of the charting lines is another greatly appreciated feature.

#### **Unique Features that provide High Accuracy**

The PrintQuest comparison module uses multiple parameters to increase accuracy in searches; Minutiae points, skeleton including ridge count from each point to neighbor point and flow vectors. The skeleton information **MUST** be used in the actual search process to insure the required level of accuracy.

#### **Easy System Restore**

In emergency situations, the whole database structure can easily be restored from the original files listed above with the help of special repairing utilities. All essential parts of the database are kept in archives thanks to PrintQuest®'s management utilities. There is a full set of tools for complete database management diagnosing, repairing, adding and removing segments. Data can be duplicated to CD disks and/or special Backup Storage Units through the network, or to separate hard disk drives in the same computer. There is a utility for saving the current state of the system as well - candidate lists, search requests, and current service information.

#### **Remote Access and Networking**

The PrintQuest® AFIS database is built on modern Client-Server technology to accelerate the work and to drastically reduce the network traffic. Due to this fact remote users can perform all operations in the database even with low-speed modem lines. Multi-thread technology is used for showing images. When you look at an image, the next image is being decompressed in the background so it may be shown instantly at the "next click". It allows launching candidate list browsing very quickly, especially for large palm images. **All data exchange in the system is based on TCP/IP network protocol making it easy to communicate with local and remote PrintQuest® systems, other AFIS and Livescan systems. We are presently, actively interfacing with Identix, Printrak, Cross Match, and Biometric4all Livescan units**

#### **Friendly User Interface.**

PrintQuest® AFIS includes friendly, easy-to-use interfaces for all system modules. In comparisons to other brands PrintQuest® is routinely ranked as the easiest to use. The interface is designed for expert and novice alike. Please contact our users, listed on our User Reference List and ask them how easy PrintQuest® is to use.

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#### **System security and data protection.**

PrintQuest® AFIS-APIS meets rigid requirements for system security and data protection.

System security facilities assure:

- Protection of the information against unauthorized access or modification, intentional or accidental destruction on all stages of processing, keeping and transmitting;
- Authentication on both sides during the information exchange (verifying sender and receiver identity);
- Authorized access to the database; delimitation of personnel rights for activities in the database; flexible multi-level system of rights for local and remote users managed by the system administrator;
- Opportunity to observe, indicate and prove unauthorized staff activities;
- Duplication of the information with creation of backup copies.

#### **Modular architecture and scalability.**

Due to scalable modular architecture PrintQuest® AFIS-APIS users have the opportunity to increase the size of the database and matching performance gradually according to their needs and wishes adding new workstations, matchers and server/storage disk volumes.

The database size can be scaled up from thousands to millions of ten-print cards.

As an example of PrintQuest®'s versatility, one of the latest trends is a County expanding to support the Municipal Police Departments is to have the local workstation contain a small database for rapid searches. As ten prints and latents are entered at the Municipal agency a copy is kept locally with a copy going to the central site. SPEX pioneered this concept and proves to working extremely effective where it is installed. When Municipal Investigators need to search a locally acquired latent, they would search the local database first. If they received no candidates, they would then check it against the central site.

#### **Embedded Image Enhancement Capability.**

PrintQuest AFIS has integrated image enhancement software for latents that includes:

- Brightness/Contrast adjustment
- Image processing filters, such as Sharpen, Gauss, Low Pass, High Pas and others
- FFT (Fast Fourier Transform) tool for repetitive background removal and for separating of overlapped latents.

#### **Palm Capabilities.**

PrintQuest AFIS does not require splitting palms into segments, which makes using palms in PrintQuest easy, fast and very effective and accurate. This method gives more work for a computer and less work for a user, it saves a lot of time and it's not exposed to operator's mistakes (an operator does not have to "guess" which area certain palm fragment belongs to). PrintQuest AFIS does not require any special palm training or comprehensive experience to enter process and successfully search palms. Our users can prove it. PrintQuest AFIS can acquire palm images as big as up to 8x6 inches, that may include the whole hand with palm and lower joint fingers area as one image. That's why it works perfectly and easily with palm cards and images from IDENTIX TP3800 full-hand scanner or Cross Match ID2500 full-hand scanner.

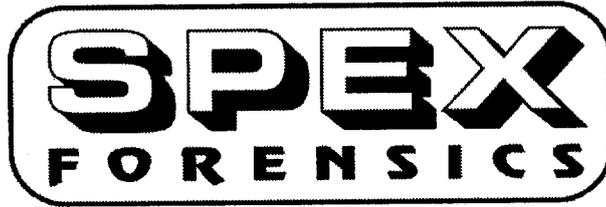
#### **Splitting the Palms in other systems wastes valuable time**

Some companies argue that Splitting the palm is efficient and those systems which do not split them are inefficient. Splitting the palm is only efficient for the computer NOT the user entering palms. When splitting the palms, the palm entry process takes more time for the user.

The ultimate idea behind a local Desktop AFIS is to save time for the department using it. Splitting the palms does not save time.

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**Summary**

As a New Jersey based company we are excited about the opportunity to partner with Long Branch Police Department. The central site desktop based solution that we are recommending will make a significant difference in the way the you approach identification and crime solving, Over time, your PrintQuest AFIS system can quickly evolve into one of the best crime solving tools not only in the county but in the State. And for this you will have our full commitment.

You will quickly realize that with it's many functions and ease of use, the amount of people that wish to use your PrintQuest AFIS will increase steadily as the months go on. The Printquest system can easily be adpated to communicate with Workstations at neighboring Agencies should Long Branch Police Department wish to move in this direction.

When it comes to crime solving, using latent identification, it's hard to beat PrintQuest. Recently, our reverse search (Ten Print to latent) has been matching people being booked to multiple other unsolved crimes. A nice tool to have in the criminal world of today. **We encourage you to call our references ask them about the hits they are getting. The results will surprise you.**

In addition, we are only a short distance away. Should the need arise, we can be on-site or host a meeting at our facility with very short notice. Our support package, offered in our quote, is a good indication of this.

As New Jersey's only AFIS vendor we hold a special pride in the type product and support we can offer to the Public Safety sector in New Jersey. We look forward to proving this to the Long Branch Police Department.

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**USER REFERENCES FOR PRINTQUEST AFIS & APIS**

**Wake County Public Safety Center**

Andy Parker  
Cert. Latent Print Examiner  
919-856-6272  
Rebecca Heinrich  
Cert. Latent Print Examiner  
919-856-5319  
330 South Salisbury Street  
Raleigh, NC 27602  
[andy.parker@co.wake.nc.us](mailto:andy.parker@co.wake.nc.us)  
[rebecca.heinrich@co.wake.nc.us](mailto:rebecca.heinrich@co.wake.nc.us)  
AFIS-1PC with Input Workstation 01/06, Upgrading to 3 more WS 08/07

**St. Lucie County Sheriff's Office**

Det. Carl Muschweck  
St Lucie County Sheriff Department  
4700 W. Midway Rd  
Ft. Pierce Fl. 34981  
772-462-3311  
[muschweck@stluciesheriff.com](mailto:muschweck@stluciesheriff.com)  
AFIS- Server with 6 Workstations 12/05

**Alaska Department of Public Safety -  
AK**

Dale Bivins  
Alaska Department of Public Safety  
5500 E. Tudor Road  
Anchorage AK 99507  
907-269-5740  
[dale\\_bivins@dps.state.ak.us](mailto:dale_bivins@dps.state.ak.us)  
AFIS-1PC 05/04

**Panhandle Regional Planning  
Commission**

John Kiehl  
Regional Director  
P.O. Box 9257  
Amarillo, TX 79105  
806-372-3381  
[jkiehl@prpc.cog.tx.us](mailto:jkiehl@prpc.cog.tx.us)  
AFIS- Server (1Mil database) 25 remote AFIS-15K, 2 local Workstations 08/05

**Passaic County Sheriff's Office**

Capt. Lori Mambelli  
Passaic County Sheriff's Office  
11 Sheriff's Plaza  
Paterson. NJ 07050  
973-881-4610  
[lorim@passaiccountynj.org](mailto:lorim@passaiccountynj.org)  
AFIS-Server with 1 Workstation 03/07

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**Citrus County Sheriff's Office**

Dave Cannaday  
Citrus County Sheriff's Office  
1 Dr. Martin Luther King, Jr. Ave  
Inverness, Fl. 34450  
352-726-4488 X244  
[dcannaday@sheriffcitrus.org](mailto:dcannaday@sheriffcitrus.org)  
AFIS-1PC 01/06

**Ardmore PD - OK**

Jack McKelvy  
Ardmore Police Department  
23 S. Washington  
Ardmore OK 73401  
580-221-2514  
[ifmckelvy@yahoo.com](mailto:ifmckelvy@yahoo.com)  
AFIS-1PC 01/05

**Worcester PD – MA**

Lt. David Grady  
Worcester Police Department  
9-11 Lincoln Square  
Worcester MA 01608  
508-799-8635  
[gradyd@ci.worcester.ma.us](mailto:gradyd@ci.worcester.ma.us)  
AFIS- 1PC 01/02

**Sierra-Vista Police Department**

Mary Alinem  
911 North Colorado  
Sierra-Vista AZ 85635  
520-452-7500 X762  
[malinen@ci.sierra-vista.az.us](mailto:malinen@ci.sierra-vista.az.us)  
AFIS-1PC 11/05

**Port St. Lucie PD- FL**

Joel Smith  
Port St. Lucie Police Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie FL 34984  
771-871-5140  
[jsmith@cityofpsl.com](mailto:jsmith@cityofpsl.com)  
AFIS-1PC 09/04

**City of Borger**

Sgt Jason Whisler  
City of Borger Police Department  
611 N. Weatherly  
Borger Texas 79007  
806-273-0930  
[jwhisler@borgerpd.com](mailto:jwhisler@borgerpd.com)  
AFIWS-15K 08/05 Networked to Amarillo Database (Panhandle)

**Amarillo Police Department**

Sgt. Keith Cook  
Amarillo Police Department  
200 East 3<sup>rd</sup> Avenue  
Amarillo Texas 79101-1514  
806-378-3543  
[keith.cook@amarillo.gov](mailto:keith.cook@amarillo.gov)  
AFIS-Server (1Mil Database) with 2 Workstations. Core of Panhandle Network

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**Royal Turks & Caicos**

Phil Branch  
IT Manager  
[pbrabch@gov.tc](mailto:pbrabch@gov.tc)  
649-241-9585  
AFIS-10K 12/04. Upgrade to AFIS-25K and 1 Workstation 10/06

**BERMUDA**

Inspector Junior Watts  
Email: [jwatts@bps.bm](mailto:jwatts@bps.bm)  
Tel: 441-278-5151  
Fax : 441-293-5785  
[jwatts@bps.bm](mailto:jwatts@bps.bm)  
AFIS-IPC 06/03

**Griffin Police Department**

Inv. Norberto "Burt" Rivera  
868 West Popular Street  
Griffin, GA 30224  
770-229-6452 X528  
[NRivera@cityofgriffin.com](mailto:NRivera@cityofgriffin.com)  
AFIS-5K 03/04

**Perth Amboy PD – NJ**

Det. Mark Celecki  
Perth Amboy Police Dept.  
351 Rector St.  
Perth Amboy, NJ 08861  
Tel: 732-324-3834  
[mcelecki@perthamboynjpd.org](mailto:mcelecki@perthamboynjpd.org)  
AFIS-IPC 06/02

**Evansville PD - IN**

Det. Tony Walker  
Evansville Police Dept.  
15 N.W. MLK Blvd  
Evansville, IN 47708  
Tel: 812-436-7910  
Fax: 812-436-7922  
[twalker@evansvillepolice.com](mailto:twalker@evansvillepolice.com)  
ADFIS-IPC 11/02

**Philadelphia Police Department**

Mary Kay Donnelly (no email)  
Philadelphia Police Department  
8th & Race Street  
Philadelphia Pa 19106  
215-686-3307  
AFIS-Server with 3 Workstations

**Brookline Police Department**

Det. Larry Crapo  
350 Washington St.  
Brookline MA 02445-6851  
617-264-6433  
[larry\\_crapo@town.brookline.ma.us](mailto:larry_crapo@town.brookline.ma.us)  
AFIS-7.5K

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**Woonsocket Police Department**

Det. Gerry Durand  
Woonsocket Police Department  
169 main Street  
Woonsocket RI 02895  
401-767-8822  
[gdurand@woonsocketri.org](mailto:gdurand@woonsocketri.org)  
AFIS-1PC 03/06

**Saudi Arabia**

Lt. Col. Sameer Nasser  
Ministry of the Interior  
[nassersma@yahoo.com](mailto:nassersma@yahoo.com)  
(5) AFIS-1PC 08/04

**Maldives Police Service**

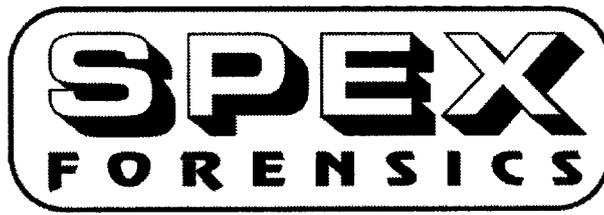
Mohamed Fayaz  
Asst. Superintendent  
Maldives Police Services  
Shaleedh Hussain Adam Building  
Male, Republic of Maldives  
960 33 2826  
[m.fayaz@police.gov.mv](mailto:m.fayaz@police.gov.mv)  
AFIS-1PC 06/05

**Barbados Royal Police, Barbados**

Roderic Walcott  
Forensic Science Crime Unit  
[Rhn\\_walcott@yahoo.com](mailto:Rhn_walcott@yahoo.com)  
246-430-7202  
AFIS-1PC 04/04

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### **Three Reasons Why Splitting Palms into Segments is Disadvantageous.**

It is not a secret that some AFIS/APIS vendors require the user to split a palm image in their system into 7-10 segments. Those that do give you some more or less persuasive reasons of doing it. This document is designed to advise potential users about several hidden weaknesses and risks of splitting palms that can influence search process and identification results..

#### **1. Palm splitting decreases the search accuracy and increases the risk of missing an identification.**

Proponents of splitting palms claim it as an advantage because you can choose the segment to search thus narrowing the search. The question arises, 'what happens if the user is wrong in their choice'. The result is a miss. The proponent of splitting palms will then explain the miss can be avoided you can choose two or three or even all ten segments (or twenty on both palms). However, the other side of the story arises when the system treats a palm as ten separate independent objects (images), and perform a comparison to each of them. That means the number of objects to be compared with is increased by 10 times. For example if you have 10,000 palm cards in the database (that's not many in fact), then your latent will be compared not with only 20,000 palms, but with 200,000 (!) images (palm segments). The overriding fact of all AFIS/APIS systems is the more images you have to compare to in a database, the less accurate and selective the AFIS/APIS system is. Candidate lists become bigger, difference in matching score between sequential candidates becomes less, and your experts have to spend much more time checking candidate lists. The result is not only lower accuracy and selectivity but, increased work load for the user. The solution proposed by some vendors is to send your personnel to more training courses which cost more money. Additionally, these courses are usually performed by affiliates of those same APIS vendors, for a price. And after that the risk of human error remains.

#### **2. Splitting of palms into segments does not work well if a latent is located on the border between two or more adjacent segments.**

In the example where the user has a pretty good palm latent from a crime scene with a compact location of 20 minutia points. Supposedly, the user has the appropriate palm card in the APIS system and the palm is split into 10 segments. There is pretty high probability that the area of the latent will not lie entirely in one only segment, it can belong to two or more. To make it simple, let's assume that it's located on the border between two palm segments, ten of 20 points are situated in the left of two segments, other ten points lie in the right one. Supposedly, the user was lucky enough to pick these two "true" segments in search parameters (or maybe the user chose all twenty). As the system deals with palm segments as with ten independent objects, the latent will be compared with each segment independently. In other words, only TEN points have a chance to be matched with the left segment, and other TEN can be compared with the right one. There is some chance that the APIS will hit this palm card but, it's much less than one would expect. Instead of searching a good latent with 20 points the situation is equivalent to searching two bad ones with 10 points each. One can imagine the consequences is the latent spreads to three or four adjacent segments.

#### **3. Palm splitting leads to the omission of minutiae points in the auto-extraction process.**

This occurs when the minutiae points are close to the "edge" lines of an image (lines surrounding the image of a print.), and are not picked by the system in the auto-extraction process. Accepting possible algorithm/software limitations, it is understood, the system, all systems, must disregard all information in some proximity to the edge. This is so; otherwise hundreds of line endings on the edges would be marked as minutiae. Since they are an artifact of how the print was left on the surface, they are inadmissible. They are not real. Systems that split palms treat each section of a palm as a basic print image. Because of this, minutiae near the edge lines are disregarded since the points near the edge are considered by the system to be false. For fingers, the points typically are false, for palms, the points are very likely real. The result is the system that splits palms disregards or omits valid minutiae in their extraction and searches. The ideal system would have the ability to extract and search a palm as an ENTIRE palm.

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### PrintQuest® Finger and Palm AFIS-APIS Software Specifications

#### **AFIS Software specifications (General and Finger functions)**

- Red Hat Linux operating system for stability, reliability and security, and configuration with Windows XP dual boot.
- Software includes 4 types of finger searches (latent to card, card to latent, card to card, latent to latent)
- Unlimited Software AFIS license or select a more economical limited size database 3K-5K-7.5K-10K-15K-25K Ten Print Cards.
- System is built under high quality standards. ISO 9001 certification letter is provided.
- Ability to auto-extract and display minutiae points including position and tail direction for local flow at minutiae point.
- Classification ridge count from center to delta. NCIC and Henry classifications.
- EFTS Import and Export with FBI format containing text information within the EFTS file.
- Conversion to FBI IAFIS Latent format.
- Fully integrated IAFIS interface for upload of latent, download of candidate list and ten print hit, via FBI provided modem or TCP/IP connection. (Training quoted separately).
- Ability to automatically number and chart minutiae points around latent and finger prints in comparison menu and to print such charted print for court presentation.
- Ability to add/remove minutiae points in latent process, in ten print process and in final comparison menu both on latent & card side.
- Ability to input latents in 1:1 scale mode.
- Ability to input latents with ruler scaling.
- Ability to input, search and match unknown-scale latents, using an Independent Scaling Tool incorporating ridge space scaling.
- Ability to match latent/cards in juvenile/adult cases using un-scaled latent input with ridge spacing tool measurement.
- Ability to apply FFT (Fast Fourier Transform enhancement) on latent prints, integrated in AFIS software. Ability to boost and cut within the FFT spectrum.
- Ability to display basic skeleton.
- Ability to manually edit and redraw skeleton.
- Ability to display skeleton parameters:
  - Including the Ridge count from each minutiae point to up to 15 neighbor minutiae points. The number of ridges should be displayed near each minutiae point.
  - Including the flow vectors (other than the minutiae point's vectors).
- Ability to use the full skeleton information, including ridge count to neighbor points, and the manually edited part in the search, to move candidates up or down in the candidate list.
- Comparison module uses multiple parameters in searches: Minutiae points, skeleton including Ridge count from each point to neighbor points, Flow vectors.

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#### **APIS Software Specifications (Palm functions)**

- Red Hat Linux operating system for stability, reliability and security, and configuration with Windows XP dual boot.
- Software includes 4 types of palm searches (latent to card, card to latent, card to card, latent to latent)
- APIS Palm functions fully integrated with AFIS software.
- Ability to capture Hand/Palm images of size up to 6x8 inches. (Foot capability optional)
- Ability to scan, store and search palm prints without dividing them into segments.
- Ability to search full hand (flat finger area, phalanx area and palm) in one single search process for an unknown Latent.
- Ability to search unknown latent palm with 360 degrees rotation, unknown center, using minutiae points and ridge count in automatic comparison process.
- Ability to enter palm cards without preview scans: Just one scan and hand/palm box one-time positioning for fast database creation.
- Ability to enhance latent print, integrated within AFIS Software: 3D, Sharpen, Equalize and FFT (boost and cut).
- Ability to display basic skeleton.
- Ability to manually edit and redraw skeleton.
- Ability to display skeleton parameters:
  - Including the Ridge count from each minutiae point to up to 15 neighbor minutiae points. The number of ridges should be displayed near each minutiae point.
  - Including the flow vectors (other than the minutiae point vectors).
- Ability to use the full skeleton information, including ridge count, and the manually edited part in the search, to move candidates up or down in the candidate list.

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**COPY**



3880 Park Ave Edison, N.J. 08820, U.S.A.

SPEX FORENSIC DIVISION of HORIBA JOBIN YVON INC.

Friday, August 10, 2007

Carol Mellaci  
Purchasing  
City of Long Branch  
344 Broadway  
Long Branch, NJ 07740

Dear Miss Mellaci:

I am writing this letter at the request of Lt. Johnson, in order to clarify the extent of our services under our offer in response to your "BID: FINGERPRINT SYSTEM".

On our included quote, number JKEY-74JMG7, we detail the following:

**3 YEARS WARRANTY AND SUPPORT.** Includes but not limited to;  
Three (3) year next day on site service, Unlimited Phone and Email Support Remote Modem Diagnostic in case of Problem and Upgrades.  
Expedited shipment of hard disk clone in case of hard disk failure.  
Factory diagnostic / software maintenance, in rare cases when modem assistance and shipment of cloned hard disk are not applicable.  
Software Upgrades if available.  
Maintaining Hard Disk clones at factory with your latest Operating System and Software Configuration.

The above is included in the price of the system.

Service will take place at customer site the next day after notification of SPEX.

Warranty is for the replacement of any defective Hardware of the system.

Unlimited Phone and email support is included as standard for the lifetime of the system. Phone and email support is available between the hours of 8am and 8pm, Monday through Friday.

Remote Modem Diagnostic in case of Problem and Upgrades is included in the initial 3 Year Warranty and Support and then available through Extended Warranty Plans, thereafter.

Expedited shipment of hard disk clone in case of hard disk failure is included in the initial 3 Year Warranty and Support and then available through Extended Warranty Plans, thereafter.

Factory diagnostic/software maintenance, in rare cases when modem assistance and shipment of cloned hard disk are not applicable. This provides for Factory repair; in Edison NJ, if modem assistance and hard drive replacement is not sufficient. This is included in the initial 3 Year Warranty and Support and then available through Extended Warranty Plans, thereafter.

*Uncover more evidence with SPEX!*

Software Upgrades, if available, is included in the initial 3 Year Warranty and Support and then available through Extended Warranty Plans, thereafter.

Lt. Johnson also asked me to clarify Customer Support indicated in your Specification number 58. As indicated above, Unlimited Phone support is provided for the lifetime of the system, with or without Extended Warranty. This is available by a toll free number. That number is 800-GET-SPEX. (800-438-7739).

Additionally, Lt. Johnson asked that I give specific detail of the models of equipment that we will provide in order to account for the space necessary in the appropriate room. That detail follows:

Computer: Dell Precision WS 390 Chassis, Enhanced Dell USB keyboard, Dell Optical Mouse w/roll, mouse pad.

Monitor: Dell Ultra Sharp 24" 2407FP Wide Screen Flat Panel.

Speakers: Dell Sound Bar, attached directly to the monitor above.

External Hard Drive: Western Digital My Book® 500Gb USB 2.0 hard drive.

Scanner: Epson Perfection 4990.

Printer 1: Epson Stylus CX5000 Multifunction Printer.

Printer 2: HP Color LaserJet 2605dn – network capable color laser printer with duplexer.

UPS: APC Back-UPS RS 800VA.

I trust this letter is helpful in clarifying details of our offer. Please do not hesitate to contact me with any questions or concerns you or your colleagues have regarding the offer.

I can be reached at 732-623-8156.

Sincerely,

\*\*\*via email\*\*\*

George Setola  
Director  
SPEX Forensics Division  
Horiba Jobin Yvon Inc.  
3880 Park Ave.  
Edison NJ 08820

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**BID BOND** N/A - See Attached certified check

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety, is \_\_\_\_\_ as

hereby held and firmly bound unto \_\_\_\_\_ as Owner, in the Penal Sum of  
(\$ \_\_\_\_\_ ) for the payment of which, well and  
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to  
a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact



# PrintQuest® AFIS - APIS Desktop PC System

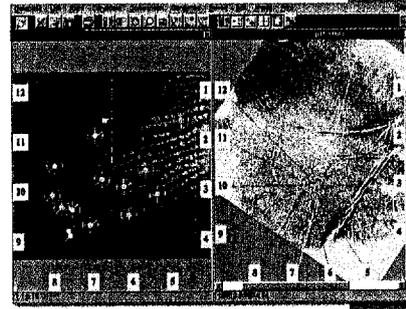
Configurations for Small and Medium Size Cities and Counties

## STANDARD CONFIGURATION:

UNLIMITED Size Database AFIS-APIS license and large hard drives.

## ECONOMICAL CONFIGURATION:

Limited AFIS-APIS license for 3K-5K-7.5K-10K-15K-25K cards database.



## WHAT CAN PRINTQUEST® DO BETTER?

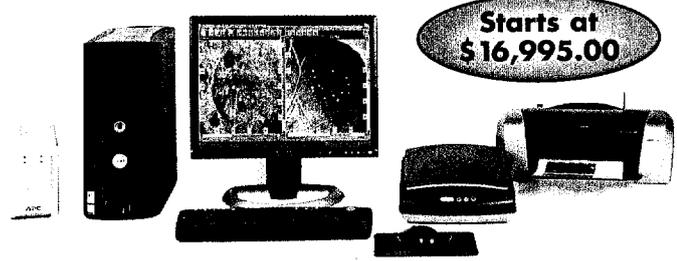
BOOST your number of hits & Reduce your work per case.

- Make your work 3-4 times faster (Database creation, Short Candidate list).
- Access FBI IAFIS with integrated functions (upload for search, downloads of candidates and card). No third party!
- Feature Minutiae-based AND Skeleton-based Matching

## NO GAMES... PERFORMANCE FIRST!

- ALL PrintQuest® AFIS-APIS get an FBI certified Scanner/Driver and 19"-20" LCD.
- Charting for court is automated once the latent expert has confirmed each point.
- Even our optional Input-only LOW PRICE workstations include FBI certified scanner and 19" LCD. Add a second user for \$7,995.00.
- Fully integrated PALM/FULL Hand searches.

SO WHY WAIT? REPLACE YOUR OLD AFIS WITH PRINTQUEST®!  
WE CONVERT YOUR DATABASE - NO NEED TO RE-ENTER CARDS!



## Which AFIS will you get?



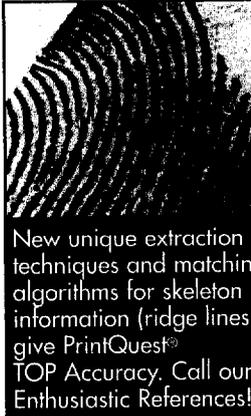
The one with High Hit Rates and the Most Enthusiastic Users

### FEATURES THAT WILL SURPRISE YOU:

- Ability to input latents in 1:1 scale mode and with ruler scaling.
- Ability to input, search and match unknown-scale latents, using a specially designed skeleton tool utilizing ridge spacing. Allows the Ability to match latent/cards in juvenile/adult cases.
- Ability to display basic skeleton, to manually edit and redraw skeleton. System can display skeleton parameters, including the Ridge count from each minutiae points to up to 15 neighbor minutiae points. This includes the flow vectors in addition to the minutiae points vectors.
- Ability to use the full skeleton information, including ridge count and manual editions, in the search. This allows the system to move candidates up or down in the candidate list.
- Comparison module uses multiple parameters in searches: Minutiae points, skeleton including Ridge count from each point to neighbor points, and Flow vectors.

We continue to recommend that before making a decision to purchase any AFIS or APIS System, you put the prospective systems through a test in which known matching pairs of Latents & Cards (both Tenprint and Palmprint cards from your case work) are used to test the overall accuracy of the extraction and matching capabilities of the systems.

CALL OUR MANY REFERENCES



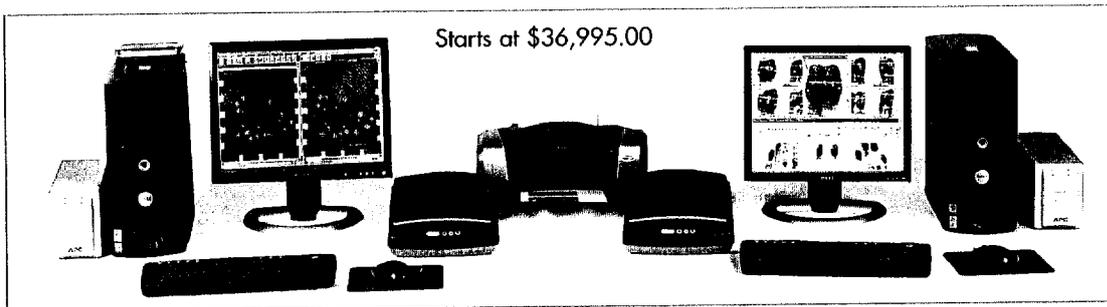
New unique extraction techniques and matching algorithms for skeleton information (ridge lines) give PrintQuest® TOP Accuracy. Call our Enthusiastic References!



# PrintQuest® AFIS - APIS Medium Size Server System

100K-250K-500K Cards Databases – Counties, Large Cities...

SPEX PrintQuest® offers an affordable, easy to use and high throughput solution for each configuration requirement.



PC-1 = DELL WS 670

DUAL PC CONFIGURATION: 100K TO 300K CARDS

PC-2 = DELL WS 370

Multifunction Workstation (MWS) on the left (20" LCD, Printer, Scanner, UPS), also acting as Server: For Candidate List review, Card input, Latent input and Database Maintenance. Its processor(s) can be configured to participate in the database search tasks in parallel of other processors. Single (SP) or Dual (DP) processor versions are available depending on database size and search speed requirements.

Input-only Workstation (IWS) on the right (19" LCD, Scanner, UPS), without access to Search Results: This economical workstation allows fast database creation. It allows Card and Latent submissions. The IWS includes an FBI Certified Scanner.

DATABASE SIZE	100K-150K	150K-300K	300K-500K
PC-1 Hardware	WS-370 (3.6 GHz)	WS-670 (Dual 3.6 GHz)	WS-670 (Dual 3.6 GHz)
PC-2 Hardware	WS-370 (3.0 GHz)	WS-370 (3.0 GHz)	WS-670 (Dual 3.6 GHz)
Minimum Set-up	MWS-SP + optional IWS	MWS-DP + optional IWS	MWS-DP x 2
RECOMMENDED	MWS-DP + IWS	MWS-DP + MWS-SP + IWS	MWS-DP x 2 + IWS x 2

Remote Cities - Various size Local Databases

## PrintQuest® AFIS - APIS Server Solution

Typical COUNTY to neighbor CITIES configuration

Pay only For the Database Size you Need!

AFPIS-3K  
\$9,995.00

AFPIS-5K  
\$12,995.00

AFPIS-7.5K  
\$15,995.00

AFPIS-10K  
\$21,495.00

AFPIS-15K  
\$23,495.00

AFPIS-25K  
\$25,995.00

AFPIS-1PC-UNLIMITED  
\$28,995.00

REMOTE CONNECTIONS

Input Only Workstation  
AFPIS - IWS  
**\$7,995.00**

\*Server System price and number of workstations dependent on customer requirements

Central Site (County or Large City) 1-2-4 Searching Processors depending on card database size 100K-250K-500K...

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN  
APPROVED STATE CONTRACT VENDORS**

**WHEREAS**, the City of Long Branch, in accordance with N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29, may, by resolution, and without public advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

**WHEREAS**, the City of Long Branch has the need to purchase goods or services utilizing State contracts on a timely basis; and

**WHEREAS**, the City intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts/and or purchase orders, which shall be subject to all the conditions applicable to the current State contracts.

**WHEREAS**, in accordance with New Jersey Local Pay to Play Law, purchase made through New Jersey State Contracts meet the "Fair and Open" process requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

**BE IT FURTHER RESOLVED** by the Long Branch City Council that, pursuant to N.J.A.C. 5:345.5(b), no contract amount shall be chargeable, and no purchase shall be made, without prior certification of availability of funds by the Chief Financial Officer and issuance of the required Purchase Order.

**BE IT FURTHER RESOLVED**, that the duration of the contracts between the City of Long Branch and the Referenced State Contract Vendors shall be from date of adoption of this resolution through December 31, 2007, or the date of expiration of the State Contract, whichever is sooner.

ATTACHMENT A-1  
REFERENCED STATE CONTRACT VENDORS

<u>COMMODITY/SERVICE</u>	<u>VENDOR</u>	<u>CONTRACT #</u>	<u>T#</u>	<u>EXP. DATE</u>
Office Supplies	W B Mason Company	59767 T0052		8/31/08
Traffic Cones, Flexible Delineator Posts & Channelizer Drums	JBC Safety Plastics Inc.	68490 T1033		11/14/08

R# 241-07

**RESOLUTION TO REFUND  
TAXES DUE TO THE  
PROPERTY BEING OWNED  
BY THE CITY OF LONG BRANCH**

**BE IT RESOLVED**, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the taxes shown below be refunded due to the property being owned by the City of Long Branch and,

**NOW THEREFORE BE IT RESOLVED**, that the Tax Collector is hereby authorized to refund the overpayment and charge 2007 taxes in the amount of \$274.89 and the refund is to be applied to an unpaid taxes on block 222 lot 2 in the amount of \$117.44 and the balance of the refund of \$157.45 be refunded as shown below.

<b>BLOCK</b>	<b>LOT</b>	<b>OWNER</b>	<b>AMOUNT</b>
222 Melrose Terr.	2	City of Long Branch (to be applied to unpaid balance)	117.44
222 4 Melrose Terr.	3	Decicco, Alan, Claire & A. & Jovay, R. 504 Eagle Rock Avenue W. Orange, NJ 07052	157.45

R# 242-07

RESOLUTION  
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey  
County of Monmouth  
City of Long Branch

I, Irene A. Joline, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on

\_\_\_\_\_  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Irene A. Joline, City Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of August 28, 2007. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Assoc.	Rent for Municipal Court & Drug Office - September 2007	10,000.00
A T & T	Utilities - Telephone - 6/28 & 7/21/2007 - Various Locations	* 267.20
A T & T	Utilities - Telephone - 7/31/2007 - Various Locations	* 1,339.80
A. R. Communications	Misc. Radio Equipment - Various Depts.	2,310.00
A.W. Meyer	Misc. Tools - Traffic Dept.	717.67
Adelphia Demolition & Recycling	Container for Prisoners Clean Up for Rivers & Streams - 7/5/2007 - DPW	825.00
All American Turf	Misc. Parts for Lawn Mower - DPW	634.26
All Shore Services	Supply & Program Remote Controls for Garage - OEM Building at Fire Headquarters	163.00
Allied Oil	Diesel Fuel & Underground Storage Tank Tax - 7/20 & 8/2/2007 - DPW	18,583.43
American Hose & Hydraulics	Pump Replacement - Sanitation #20 - DPW	550.00
Asis International	Registration for Seminar - 9/24-9/27/2007 - Dave Roach - Health Dept.	* 600.00
Asis International	2007 Membership Dues - Dave Roach - Health Dept.	* 95.00
Battery Mart	Batteries to Replenish Central Supply	117.29
Be Our Guest Entertainment	Entertainment for Annual Picnic - 8/15/2007 - Senior Affairs	450.00
Beach Camera	Camera for Fire Prevention	177.99
Bette White Fernandez	Tap Dance Instruction - 8/10/2007 - Senior Affairs	28.00
Beyer Bros. Corp.	Door Handles - PD #25-59 & #103 - DPW	59.58
Boccigalupe Music c/o Anthony H. Amato	Musical Performance - Boccigalupe & The Bad Boys - 8/16/2007	* 900.00
Boro Printing	Taxi Fare Rate Cards - Police Dept.	75.00
Bottom Line	Ribbon Cartridges for Receipt Printer - Municipal Court	19.74
Bruce Booker / D.B.A. T.Y.G. Productions	Videography - 7/8 & 7/14/2007 - Community Dev.	500.00
Bullet Lock & Safe	Key Tags & Misc. Parts for Key Machine - Administration / Traffic Dept.	146.50
C.J. Productions	Videography - 7/17/2007 - Community Dev.	250.00
Card Data Systems	Ribbons for ID System - Police Dept.	376.00
Central Jersey Registrar Assoc.	Registration - 2007 Summer Meeting - 8/1/2007 - A. Towns & L. Hurden - Health Dept.	30.00
Century Office Products	Copier Maintenance for 20 copiers - Various Locations - 8/1-10/31/2007	7,306.00
Christina Hession	Reimbursement for Swimsuit Purchase - 2007 Beach Season - Recreation Dept.	* 50.00
City of Long Branch Clearing Account	Reimburse Clearing Account	* 852,671.36
City of Long Branch Clearing Account	Reimburse Clearing Account	* 28,387.34

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account		28,897.14	*
City of Long Branch Clearing Account	Reimburse Clearing Account		342,282.59	*
City of Long Branch Payroll Agency	Payroll Dated 8/10/2007		36,132.20	*
City of Long Branch Payroll Agency	Payroll Dated 8/10/2007		816,539.16	*
CMF	Printer Paper - Comptroller's Office		119.96	
Cougar Electronics Tool & Equipment Repair	Coil Hose - Truck #25-8-85 - Fire Dept.		9.43	
Daniel George	Reimbursement for Purchase of Dolly to Hold Jet Ski - Recreation Dept.		1,149.00	
Darlene Santos	Exercise Instruction - 8/9-8/16/2007 - Senior Affairs		60.00	
Diffancesco, Bateman, Coley & Yospin	Legal Services Rendered - Monmouth County Tax Board Hearings - May / June 2007		4,461.23	Pymt #1
Diffancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Appeals - Lighthouse Mission - May / June 2007		529.52	Final Pymt
Elite Forms	Business Cards - J. Nadell - Administration		51.00	
Evans, Osborne & Kreizman	Legal Services Rendered - Conflict Judge - August 2007		500.00	Pymt #3
F & C Automotive Supply	Misc. Automotive Parts - Various Vehicles - DPW / Fire Dept.		1,743.04	
Fax Express	3 Year Maintenance Contract for Fax Machine - Tax Collector		575.00	
Fine Fare	Supplies for Tennis Program Party - 8/3/2007 - Recreation Dept.		42.56	
Ford Motor Credit	Lease/Purchase Vehicles - September 2007		3,843.99	
Gannett Satellite Information Network	Datebook Ad - West End Cruise Night - 7/14/07 & Legal Advertising - Recreation / City Clerk		3,097.60	
Garden State Bobcat	Misc. Parts for OEM Light Tower - DPW		56.07	
General Linen & Paper Supply	Janitorial Supplies for Fire Dept.		2,113.15	
GF United Auto Service	Parts & Labor to Install New Compressor - Truck #25-71 - Fire Dept.		612.52	
Global Govt./Education Solutions	Computer Equipment - Police Dept. / IT Dept.		600.74	
Granger	Misc. Equipment - DPW / Fire Dept.		488.91	
Harley Davidson of Long Branch	Service Police Motorcycles - DPW		801.51	
Hilsen Termite & Pest Control	Integrated Pest Control - August 2007 - Health Dept.		345.00	
Home Depot Credit Services	Various Building Materials - Recreation Dept.		335.09	
Howard H. Woolley Jr.	Reimbursement for luncheon - 8/3/2007 - Administration		47.59	
Hunter Jersey Peterbilt	Misc. Parts - Sanitation #100 - DPW		190.18	
Hydrair Inc.	Misc. Parts - Sanitation #100 - DPW		28.35	
Intelligent Products	Mutt Mitts - Health Dept.		294.48	
International Code Council	Property Inspectors Guide Book - Fire Prevention		42.45	
Jersey Central Power & Light	Utilities - Electric - 6/29-8/2/2007 - Various Locations		4,523.32	*
Jersey Central Power & Light	Utilities - Electric - 5/31-8/6/2007 - Various Locations		28,128.13	*
Jersey Elevator	Elevator Maintenance - July 2007 - City Hall Building - DPW		143.48	
John Cavallo	Musical Performance - Chik-A-Boom - 8/23/2007		800.00	*
Johnny On The Spot	(13) Port-A-John's - Various Locations - Recreation Dept.		2,063.85	
John's Auto & Truck Repair	Towing - 3/25, 6/28 & 8/03/2007 - DPW / Police Dept.		215.00	
Kepwel Water	Monthly Cooler Rental - July 2007 - Administration		20.95	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Kevin Hayes	Reimbursement for Purchase of House/Car Cell Phone Chargers - Fire Prevention	53.98	
Knox Company	Computer Software - Fire Prevention	245.00	
Lauren Wall	Reimbursement for Swimsuit Purchase - 2007 Beach Season - Recreation Dept.	50.00	
Lawmen Supply Co. of NJ	Misc. Supplies for Armory - Police Dept.	105.00	
Lesco	Chemicals for Various Parks - DPW	495.52	
Long Branch Poultry Farm	Food for Picnic - 8/15/07 & Installation Luncheon - 8/8/07 - Senior Affairs	174.50	
Lowel's Credit Services	Measuring Wheel - Tax Assessor's Office	29.98	
Maria Garcia-Malave	Spanish Interpreting Services - July 2007 - Municipal Court	420.00	
Mark R. Aikins	Conflict Redevelopment Attorney - July 2007	1,925.00	Pymt #1
Martin J. Arbus, Esq.	Legal Services Rendered - Planning Board Attorney - July 2007	125.00	Pymt #3
Mazza & Sons	Recycling of Tires - May & June 2007 - DPW	371.45	
Mazza & Sons	Disposal of Bulky Waste - May / June 2007	49,038.20	Pymt #5-6
Michael Kern	Reimbursement of Expenses for Use of Personal Vehicle - July 2007 - Health Dept.	4.50	
Michael Winnick	Reimbursement for Expenses - Relating to Display of Vietnam Memorial Wall - Administration	78.20	
Michele Bernich	Reimbursement of Expenses - Various Zoning Courses - April/June 2007 - Planning Dept.	116.78	
Mid-Atlantic Truck Center	Misc. Parts - PW #111 & #128 - DPW	456.67	
Mid-Monmouth Mutual Aid Assoc.	2006 Annual Dues - Fire Prevention	385.00	*
Monarch Environmental Services	Disposal of Liquids from Diesel Pumps at DPW	602.45	
Monmouth County Treasurer - Finance Dept.	Tipping Fees & Various Taxes - 7/2-7/31/2007 - DPW	108,998.13	
Monmouth Truck Equipment	Misc. Parts - PW #914 - DPW	39.00	
Municipal Inspection Corp.	Elevator Sub Code Official - Inspection of 7 Elevators	2,676.00	*
Music Men Productions	Sound & Lighting - 7/24/2007 - Recreation Dept.	1,200.00	*
National Environmental Health Assoc.	Membership Renewal - Dave Roach - Health Dept.	95.00	
New Jersey American Water	Utilities - Water - 6/8-7/26/2007 - Various Locations	14,166.62	*
New Jersey American Water	Utilities - Water - 7/6-8/7/2007 - Various Locations	4,335.50	*
New Jersey Natural Gas	Utilities - Gas - 6/28-7/31/2007 - Various Locations	50.20	*
NJ State League of Municipalities	Registration for 2007 Conference for 16 City Officials	720.00	
Northwind Mechanical Systems	Service Call - Air Conditioner at City Hall Building - DPW	550.25	
Office Depot	Various Office Supplies - Various Depts.	1,182.40	
Otilia Silva	Portuguese Interpreting Services - July 2007 - Municipal Court	360.00	
P L Custom Body	Misc. Parts - Truck #25-4-75 - Fire Dept.	29.11	
Party Fair	Supplies for Various Programs - 7/24, 8/15 & 8/22/2007 - Senior Affairs	450.68	
PC Mall Gov	Computer Supplies - IT-Administration	57.97	
Perry's Trophy	Plaques - Rep. R. Holt & Rep. F. Pallone - Vet. / Administration	31.90	
Peter Strub	Mileage Reimbursement for 2nd Quarter - Human Services	16.60	
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 7/27/2007 - DPW	18,165.35	
Photo Center of Brick	Camera Equipment - Police Dept.	99.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Quality Communications	Installation of Communication Equipment at Fire Headquarters - Police Dept.	5,468.50	
R.W.V. Land & Livestock South	Purchase & Deliver Soil - 7/24-8/10/2007 - Manahasset Park	49,305.42	* Pymt #2
Rahway Electric Supply	Electrical Materials for Various Locations - OEM / DPW	151.23	
Raymond Rodriguez	Musical Performance - Ray Rodriguez Y Swing Sabroso - 8/12/2007	900.00	*
Ray's Sport Shop	Collar Brass - Capt. Antonucci - Police Dept.	9.95	
RB Express Productions	Musical Performance - The Angel Tones & RB Express - 8/11/2007	1,200.00	*
Rick Fink	Musical Performance - Gas House Gorillas - 8/19/2007	500.00	*
Rittenhouse-Kerr Ford	Misc. Automotive Parts - LBR #2 & PD #23 - DPW	753.01	
Rooney's Crab House	Breakfast/Lunch - Prisoners Clean Up - 7/5/2007 - Health Dept.	400.00	
Route 23 Auto Mall	Misc. Automotive Parts - PD #1 - DPW	1,924.66	
Russomano Enterprises	Rent for DPW - September 2007	500.00	
Saker Shoprites	Food for Installation Luncheon -8/8/07 & Picnic - 8/15/07 - Senior Affairs	668.19	
Sanitation Equipment Corp.	Misc. Parts - Sanitation #60 - DPW	310.87	
Scientific Devices	Ink Cartridges - Health Dept. / Personnel Dept.	278.44	
Scoles Floorshine Industries	Janitorial Supplies for Beachfront - Recreation Dept.	784.98	
Seaboard Welding Supply	Welding Supplies & Industrial Gases for Municipal Garage - July 2007	97.00	
Seaside Materials	Concrete for Benches - City Hall Building - DPW	99.75	
Semcor Equipment & Manufacturing Corp.	Rental of Jackhammer/Compressor - DPW	442.00	
Shared Technologies	Telephone System Modifications for Police Dept.	285.00	
Signs By Tomorrow	Banners for Summer Events - Recreation Dept.	145.00	
Siperstein's	Paint - Recreation Dept.	53.17	
Smith Motor	Misc. Parts - Recycling #230 - DPW	537.80	
Staples	Mailing Labels - Tax Assessor's Office	15.96	
The Link News	Full Page Ad - West End Cruise Night - 8/11/07 & July Calendar - Administration/City Clerk	575.00	
Total Media	Tapes for Various Concert Series - Videography - Community Dev.	518.00	
Treasurer-State of NJ - Dept. Envrn. Prot.	CAFRA Permit for Beach Access Ramp - Ocean Ave. & Matilda Terr.	4,100.00	*
Troil Enterprises	Hydraulic Fluid & Anti-freeze for Municipal Garage - DPW	1,219.90	
Tuzzio's	Food for End of Season Party - Tennis Program - 8/3/2007 - Recreation Dept.	90.00	
United Parcel Service	Ground Transportation - Various Depts.	75.71	
Verizon	Utilities - Telephone - 8/1-8/5/2007 - Various Locations	10,704.24	*
Visiting Nursing Services of Central Jersey	Community Health Nursing Services - January / June 2007 - Health Dept.	6,000.00	
Warshauer Electric Supply	Electrical Materials for Gasoline/Diesel Tanks at DPW	491.00	
Wenning's Wholesale Meats	Food for Picnic - 8/15/2007 - Senior Affairs	130.00	
Whitemarsh Corp.	Manhole - Relative to Gasoline/Diesel Tanks at DPW	405.70	
Zep Manufacturing	Janitorial Supplies - DPW	897.43	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**TOTAL CURRENT**

2,507,453.20

All Shore Services	87.00
City of Long Branch Clearing Account	* 2,585.00
City of Long Branch Clearing Account	* 8,581.75
Graininger	1,058.28
Supply & Program Remote Controls for Garage - OEM Building at Fire Headquarters	
Reimburse Clearing Account	
Reimburse Clearing Account	
Water Coolers for City Hall Building - DPW	

**TOTAL CAPITAL**

12,312.03

City of Long Branch Clearing Account	* 6,109.75
City of Long Branch Clearing Account	* 4,884.90
City of Long Branch Payroll Agency	* 435.16
City of Long Branch Payroll Agency	* 5,674.59
Hydrair Inc.	45.65
Long Branch Animal Hospital	508.75 Pymt #7
NJ Dept. of Health & Senior Services	* 42.60

**TOTAL DOG**

17,701.40

City of Long Branch Clearing Account	* 4,910.45
City of Long Branch Clearing Account	* 2,325.90
City of Long Branch Payroll Agency	* 350.80
City of Long Branch Payroll Agency	* 4,559.65
Fine Fare	209.48
Jersey Central Power & Light	4,992.00
Long Branch Chamber of Commerce	1,500.00
Oceanview Bakery	13.50
Office Depot	386.25
Seaboard Welding Supply	29.75
Reimburse Clearing Account	
Reimburse Clearing Account	
Payroll Dated 8/10/2007	
Payroll Dated 8/10/2007	
Refreshments for National Night Out - 8/7/2007 - Community Dev.	
Electric Service Incurred - Holiday Decorations on Various Streets - Community Dev.	
Rent for Community Dev. - September 2007	
Refreshments for Community Workers at 7th. Ave Garden Site - 7/28/07 - Community Dev.	
Misc. Office Supplies - Community Dev.	
Propane Gas for National Night Out Event - Community Dev.	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**TOTAL HUD**

Birdsall Engineering	Engineering Services Rendered - January 2007 - Planning Board	507.00	
Bruce Booker / D.B.A. T.Y.G. Productions	Videography - 7/8 & 7/14/2007 - Recreation Dept.	200.00	
C.J. Productions	Videography - 7/17/2007 - Recreation Dept.	50.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	14,684.36	*
City of Long Branch Clearing Account	Reimburse Clearing Account	29,885.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	5,526.14	*
City of Long Branch Clearing Account	Reimburse Clearing Account	34,341.77	*
City of Long Branch Payroll Agency	Payroll Dated 8/10/2007	310.30	*
City of Long Branch Payroll Agency	Payroll Dated 8/10/2007	14,374.06	*
E M Waterbury & Assoc.	Engineering Services Rendered - 5/23/2007 - Zoning Board	411.75	
Level G Assoc.	Engineering Services Rendered - Hotel Campus - July 2007	1,755.00	Pymt #2
Mars Talent Agency	Parking Consultant Services - Hotel Campus - July 2007	17,495.00	*
Martin J. Arbus	Musical Performance - Richard Street of The Temptations - 8/11/2007	1,737.50	
Michael A. Irene Jr.	Legal Services Rendered - December 2006 / July 2007 - Planning Board	687.50	
Michael R. Leckstein, Esq.	Legal Services Rendered - August 2007 - Zoning Board	3,880.00	*
Music Men Productions	Condemnation Commissioner - Beachfront North II	6,190.00	*
NJ Dept. of Labor / Div. Of Employer Accts.	Sound & Lighting - 7/12, 8/11 & 8/16/2007 - Recreation Dept.	9,014.44	*
Perry's Trophy	Unemployment - Second Quarter - June 2007	100.00	
Phillips Preiss Shapiro Assoc.	Trophies for Swing Dance Contest - Recreation Dept.	135.00	
Radio Shack	Professional Services Rendered - 7/13/2007 - Zoning Board	1,599.88	
Stanley Engel	(4) GPS Navigation Systems for K-9 Units - Police Dept.	4,070.00	*
Thompson Design Group	Condemnation Commissioner - Beachfront North II	419.58	Pymt #6
Thompson Design Group	Urban Design & Planning Services - Beachfront South - June 2007	364.03	Pymt #7
Thompson Design Group	Urban Design & Planning Services - Broadway Arts Center - June 2007	538.96	Pymt #6
Tuzzio's	Urban Design & Planning Services - Pier Village II - June 2007	500.00	
US Bank As Cust Phoenix Fund	Catering for West End Car Show - 8/11/2007 - Recreation Dept.	6,200.00	*
William M. Feinberg, Esq.	Tax Sale Premium	5,478.75	*
	Condemnation Commissioner - Beachfront North II		

19,277.78

**TOTAL TRUST OTHER**

160,456.02

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE