

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.322

Agenda No. 10.A

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2016 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

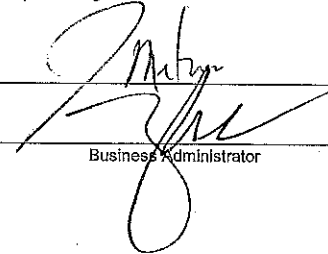
WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2016 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$ 345,293,688

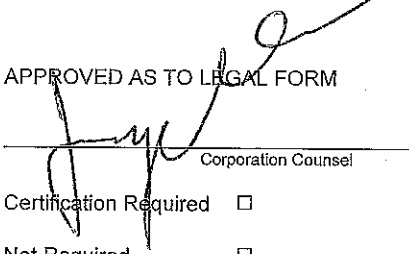
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

ACCOUNT	FCOA	FROM	TO
REAL ESTATE	01-201-20-103 O/E	\$3,276.00	\$6,276.00
CULTURAL AFFAIRS	01-201-20-112 O/E	\$47,882.00	\$62,882.00
COLLECTIONS	01-201-20-145 O/E	\$64,400.00	\$104,400.00
HUMAN RESOURCES DIRECTOR	01-201-20-115 O/E	\$100,196.00	\$115,196.00
CELEB. PUB EVNTS	01-201-30-412 O/E	\$91,000.00	\$156,000.00
RECREATION	01-201-28-370 O/E	\$351,502.00	\$451,502.00
LAW	01-201-20-155 O/E	\$357,480.00	\$457,480.00
PARKS MAINTENANCE	01-201-28-375 O/E	\$365,666.00	\$465,666.00
TAX OVERPAYMENTS	01-201-46-885 O/E	\$900,000.00	\$1,000,000.00
OFFICE SERVICES	01-201-31-433 O/E	\$912,000.00	\$1,112,000.00
MUNICIPAL RENT	01-201-31-432 O/E	\$1,111,400.00	\$1,561,400.00
CLEAN COMMUNITIES GRANT	GRANT	\$0.00	\$456,610.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2016 Municipal Budget.

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

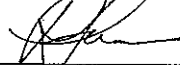
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)

Initiator

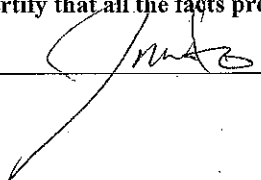
Department/Division	ADMINISTRATION	BUDGET
Name/Title	JOHN METRO	PRINCIPAL ACCOUNT CLERK
Phone/email	201-547-5042	JMETRO@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to increase the temporary budget to cover salary and expenses as well as include new grant received.

I certify that all the facts presented herein are accurate.



May 16, 2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.323

Agenda No. 10.B

Approved: MAY 25 2016



TITLE:

**RESOLUTION OF THE CITY OF JERSEY CITY
AUTHORIZING THE CIRCULATION OF A PRELIMINARY
OFFICIAL STATEMENT AND FINAL OFFICIAL
STATEMENT IN CONNECTION WITH THE SALE OF THE
CITY'S BOND ANTICIPATION NOTES, SERIES 2016A
(FEDERALLY TAXABLE) IN THE AMOUNT OF \$7,085,000
AND APPROVING A CONTINUING DISCLOSURE
CERTIFICATE WITH RESPECT TO SAID NOTES OF THE
CITY, AND AUTHORIZING AND/OR RATIFYING OTHER
ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), has previously adopted bond ordinance numbered 10-085 on July 14, 2010 as amended by bond ordinance numbered 15.125 adopted on October 14, 2015 (collectively, the "Ordinance"), which authorized, among other things, the issuance of bond anticipation notes; and

WHEREAS, the City intends to issue its Bond Anticipation Notes, Series 2016A on a taxable basis in an amount not to exceed \$7,085,000 (the "Notes") under the Ordinance for the purpose of refunding a portion of the City's 7,215,000 Bond Anticipation Notes, Series 2015C (Federally Taxable) which were issued on July 6, 2015 and mature on July 6, 2016, and used to refinance certain capital improvements; and

WHEREAS, all matters pertaining to the sale of the Notes have been delegated by the Ordinance to the Chief Financial Officer of the City; and

WHEREAS, in connection with the offering and sale of the Notes, the City intends to distribute a Preliminary Official Statement and final Official Statement setting forth certain information relating to the City and the Notes, and the City also intends to enter into a Continuing Disclosure Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

SECTION 1. Authorization for Official Statement. The distribution by the City, and its financial advisor, of the Preliminary Official Statement relating to the Notes (a draft of which is attached hereto as **Exhibit A** and shall be filed with the records of the City) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The Chief Financial Officer is hereby authorized to approve the contents and terms of the final Official Statement in respect of the aforementioned notes in substantially the form of the Preliminary Official Statement. The Chief Financial Officer is hereby authorized to sign such Official Statement on behalf of the City, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof.

SECTION 2. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as **Exhibit B** is hereby approved, and the execution of the Continuing Disclosure Certificate by Chief Financial Officer of the City is hereby authorized.

TITLE:

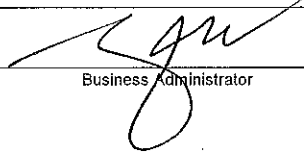
The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Notes; however, any holder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

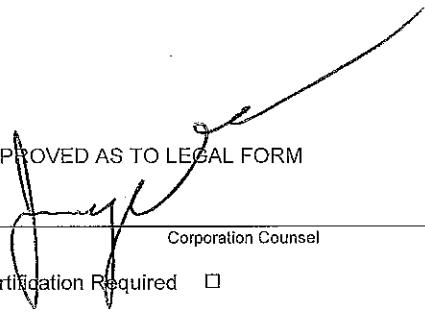
Section 3. Further Action. Any matter relating to the award, sale or execution of the Notes which has been delegated by the Ordinance to the Chief Financial Officer may be performed by said officer. On behalf of the City, the appropriate representatives of the City are authorized and directed to take all steps which are necessary or convenient to effectuate the terms of this Resolution with respect to the issuance, sale and delivery of the Notes, including, but not limited to the execution of all tax certificates and other closing documentation. All such actions heretofore taken are hereby ratified, approved and confirmed.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

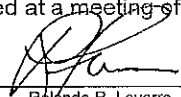
APPROVED 7-1

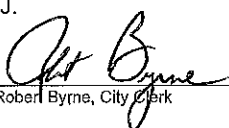
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 _____
Rolando R. Lavarro, Jr., President of Council

 _____
Robert Byrne, City Clerk

CERTIFICATE

I, Robert Byrne, Clerk of the City of Jersey City, in the County of Hudson, New Jersey, HERBY CERTIFY that the foregoing annexed extract from the minutes of the meeting of the governing body of the City duly called and held on May 25, 2016 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2016.

[SEAL]

ROBERT BYRNE, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE CITY'S BOND ANTICIPATION NOTES, SERIES 2016A (FEDERALLY TAXABLE) IN THE AMOUNT OF \$7,085,000 AND APPROVING A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO SAID NOTES OF THE CITY, AND AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN CONNECTION THEREWITH

Initiator

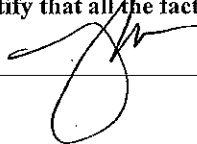
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution approves the Preliminary Official Statement and Continuing Disclosure Certificate for the sale of certain Notes. The purpose is to provide the Council with these offering documents prior to the sale.

I certify that all the facts presented herein are accurate.



May 10, 2016

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of its \$7,085,000 Bond Anticipation Notes, Series 2016A (Federally Taxable) (the "Notes"). The Notes are being issued pursuant to a bond ordinance duly adopted by the Municipal Council. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Noteholders and Beneficial Owners of the Notes and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Continuing Disclosure Information" shall mean: (i) any notice required to be filed with the MSRB pursuant to Section 4 hereof; and (ii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Noteholder" shall mean any person who is the registered owner of any Note, including holders of beneficial interests in the Notes.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Exchange Act.

"State" shall mean the State of New Jersey.

SECTION 3. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 3, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties;
5. substitution of the credit or liquidity providers or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax-exempt status of the Notes;
7. modifications to rights of Noteholders, if material;
8. Note calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Notes, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or

governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 4. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If such termination occurs prior to the final maturity of the Notes, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).

SECTION 5. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the

Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Noteholders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the same manner as for a Listed Event under Section 3(a), and shall include a narrative explanation of the reason for the amendment or waiver.

SECTION 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 8. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Noteholder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Notes, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Noteholders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Date: _____, 2016

CITY OF JERSEY CITY, IN THE COUNTY OF
HUDSON, NEW JERSEY

By: _____
Donna Mauer, Chief Financial Officer

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

NEW ISSUE

RATING: See "RATING" herein

In the opinion of GluckWalrath LLP, Bond Counsel, under the laws of the State of New Jersey, as enacted and construed on the date of original delivery of the Notes, interest on the Notes and any gain from the sale thereof is excludable from gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein for a description of certain provisions of the Internal Revenue Code of 1986, as amended, that may affect the federal tax treatment of interest on the Notes.

**CITY OF JERSEY CITY
(Hudson County, New Jersey)**

\$7,085,000 BOND ANTICIPATION NOTES, SERIES 2016A (FEDERALLY TAXABLE)

Dated: June 24, 2016

Due: June 23, 2017

The \$7,085,000 Bond Anticipation Notes, Series 2016A (Federally Taxable) of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), (the "Notes"), will be issued as fully registered Notes in the form of one certificate for the aggregate principal amount of Notes and, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of the Notes will be made in book-entry-only form (without certificates) in denominations of \$5,000 or more. So long as DTC, or its nominee Cede & Co., is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., which is to remit such payments to DTC participants, which in turn is to remit such payments to be beneficial owners of the Notes (see "THE NOTES – Book Entry Only System" herein). Interest on the Notes is payable at maturity. The Notes are not subject to redemption prior to their maturity.

\$ _____ %, Due June 23, 2017– Price _____ %

The Notes constitute general obligations of the City, and the full faith and credit and unlimited taxing power of the City are pledged to the payment of the principal of, applicable premium, if any, and interest on the Notes. The City shall be required to levy *ad valorem* taxes upon all taxable real property within the City for the payment of the principal of and interest on the Notes without limitation as to rate or amount. The Notes are not a debt or obligation, legal, moral, or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

The Notes are offered when, as and if issued by the City and delivered to the purchasers, subject to the approval of legality by GluckWalrath LLP, Trenton, New Jersey, Bond Counsel, and other conditions described herein. NW Financial Group, LLC, Hoboken, New Jersey, has served as financial advisor in connection with the issuance of the Notes. It is expected that the Notes will be available for delivery on or about June 24, 2016. The Notes are to be delivered through the facilities of DTC in Jersey City, New Jersey.

ELECTRONIC AND FAXED PROPOSALS WILL BE RECEIVED FOR THE NOTES ON JUNE 14, 2016 UNTIL 11:00 AM. FOR MORE INFORMATION ON HOW TO BID, PLEASE REFER TO THE ENCLOSED NOTICE OF SALE.

Dated: June __, 2016

This is a Preliminary Official Statement and the information contained herein is subject to completion, amendment or other change without notice. The securities described herein may not be sold nor may offers to buy be made until the Preliminary Official Statement and the information contained herein is subject to completion, amendment or other change without notice. The securities described herein may not be sold nor may offers to buy be made until the Official Statement and the information contained herein is subject to completion, amendment or other change without notice. The securities described herein may not be sold nor may offers to buy be made until the Official Statement and the information contained herein is subject to completion, amendment or other change without notice.

**CITY OF JERSEY CITY
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

MAYOR

Steven M. Fulop

CITY COUNCIL

Rolando R. Lavarro, Jr., Council President
Joyce Watterman, Councilwoman at Large
Daniel Rivera, Councilman at Large
Frank Gajewski, Ward A Councilman
Khemraj "Chico" Ramchal, Ward B Councilman
Richard Boggiano, Ward C Councilman
Michael Yun, Ward D Councilman
Candice Osborne, Ward E Councilwoman
Diane Coleman, Ward F Councilwoman

CITY OFFICIALS

Robert J. Kakoleski, Business Administrator
Mark Albiez, Mayor's Chief of Staff
Jeremy Farrell, Corporation Counsel
Anthony Cruz, Director of the Department of Housing, Economic Development and Commerce
Donna L. Mauer, Chief Financial Officer
Robert Byrne, City Clerk

BOND COUNSEL

Archer & Greiner P.C.
Red Bank, New Jersey

FINANCIAL ADVISOR

NW Financial Group, LLC
Hoboken, New Jersey

INDEPENDENT AUDITORS

Donohue, Gironda, Doria & Tomkins, LLC
Bayonne, New Jersey

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, including the appendices hereto, and if given or made, such other information or representations may not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information, estimates and expressions of opinion set forth herein have been obtained from the City and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. Where the Constitution, statutes or other laws of the State of New Jersey are referred to, reference should be made to such Constitution, statutes or other laws for a complete statement of the matters referred to. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

IN CONNECTION WITH THIS OFFERING THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

IN MAKING ANY INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this offering document.

The Underwriter have provided the following sentence for inclusion in this Official Statement. The Underwriter have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter do not guarantee the accuracy or completeness of such information.

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APPENDIX A – CERTAIN INFORMATION REGARDING THE CITY OF JERSEY CITY
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OFFICIAL STATEMENT OF THE

CITY OF JERSEY CITY (Hudson County, New Jersey)

\$7,085,000 BOND ANTICIPATION NOTES, SERIES 2016A (FEDERALLY TAXABLE)

INTRODUCTION

This Official Statement of the City of Jersey City (the "City"), in the County of Hudson (the "County"), State of New Jersey (the "State"), including cover pages and appendices, is provided for the purpose of presenting certain information relating to the City in connection with the sale of the City's \$7,085,000 Bond Anticipation Notes, Series 2016A (Federally Taxable) (the "Notes").

The Notes are dated June 24, 2016 and are payable on December 9, 2016. See "THE NOTES" and "SECURITY FOR THE NOTES" herein for a description of the Notes and the security therefor. The terms of the Notes are described generally in this Official Statement, which should be read together with the entire attachment hereto.

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof and all reference to the definitive forms of the Notes and their statutory authority.

Authorization for the Notes

The Notes have been authorized and are to be issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq. of the New Jersey Statutes (the "Act") and, a bond ordinance numbered 10-085 finally adopted by the Municipal Council of the City on July 14, 2010 as amended by bond ordinance numbered 15.125 finally adopted by the Municipal Council of the City on October 14, 2015 (the "Bond Ordinance"). By resolutions adopted on July 14, 2010 the New Jersey Local Finance Board approved the issuance of the Notes. The Local Finance Board is authorized to establish certain conditions and requirements that the City must meet before approval for issuance is given.

Purpose of the Notes and Application of Proceeds

The City will apply the proceeds from the sale of the Notes to pay a portion of the maturing principal of the City's \$7,215,000 Bond Anticipation Notes, Series 2015C (Federally Taxable) which were issued on July 6, 2015 and mature on July 6, 2016, and used to refinance certain capital improvements and pay a portion of the costs of issuing the Notes.

THE NOTES

General

The Notes are dated June 24, 2016 and mature on June 23, 2017. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months. Principal of and interest on the Notes will be paid when due and at maturity at the office of the Chief Financial Officer of the City (unless a Paying Agent is appointed by the City). So long as The Depository Trust Company, New York, New York ("DTC") or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., as nominee for DTC; disbursements of such payments to the DTC Participants is the responsibility of DTC, and disbursements of such payments to the beneficial owners of the Notes is the responsibility of the DTC Participants. See "THE NOTES – Book Entry Only System" herein. The Notes will be issued in fully registered form in the denomination of \$5,000 or more, and, under certain circumstances, are exchangeable for one or more fully registered Notes of like principal amount, series and maturity in the denomination of \$5,000 or more.

Book Entry Only System

DTC will act as securities depository for the Notes. One fully registered bond certificate will be issued in the aggregate principal amount of the Notes. The Notes will be registered in the name of Cede & Co. (DTC's partnership nominee) and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, however, Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of the Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Notes, except in the event that use of the book-entry only system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other nominee as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of the Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Notes within an issue are being redeemed,

DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes. Under its usual procedures, DTC mails an omnibus proxy (the "Omnibus Proxy") to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and redemption premium, if any, of and interest payments on the Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payment to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the City or the Paying Agent and discharging its responsibilities with respect thereto under applicable law, or the City may terminate its participation in the system of book-entry transfer through DTC at any time by giving notice to DTC. In either event, the City may retain another securities depository for the Notes or deliver Note certificates in accordance with instructions from DTC or its successors.

The Paying Agent and the City will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting, and so long as a book-entry-only system is used, will send any notice of redemption or other notices to Bondholders only to DTC. Any failure of DTC to advise any DTC Participants or of any DTC Participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Notes called for redemption or of any other action premised on such notice.

The Paying Agent and the City cannot and do not give any assurance that DTC will distribute payments of debt service to DTC Participants or that the DTC Participants or others will distribute payments of debt service on the Notes paid to DTC or its nominee, as the registered owner thereof, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Official Statement.

The information in this section concerning DTC and DTC's book-entry-only system is based upon information obtained from DTC. The City believes the information to be reliable but assumes no responsibility as to accuracy, sufficiency, or completeness thereof.

THE CITY AND THE PAYING AGENT MAY TREAT DTC (OR ITS NOMINEE) AS THE SOLE AND EXCLUSIVE REGISTERED OWNER OF THE NOTES REGISTERED IN ITS NAME FOR THE PURPOSES OF PAYMENT OF THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OF, OR INTEREST ON, THE NOTES, GIVING ANY NOTICE PERMITTED OR REQUIRED TO BE GIVEN TO REGISTERED OWNERS, REGISTERING THE TRANSFER OF THE NOTES, OR OTHER ACTION TO BE TAKEN BY REGISTERED OWNERS AND FOR ALL OTHER PURPOSES WHATSOEVER. THE CITY AND THE PAYING AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT, ANY PERSON CLAIMING A BENEFICIAL OWNERSHIP INTEREST IN THE NOTES UNDER OR THROUGH DTC OR ANY PARTICIPANT, OR ANY OTHER PERSON WHICH IS NOT SHOWN ON THE REGISTRATION BOOKS OF THE CITY (KEPT BY THE REGISTRAR AND PAYING AGENT) AS BEING A REGISTERED OWNER, WITH RESPECT TO THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL, REDEMPTION PREMIUM, IF

ANY, OR INTEREST ON THE NOTES; ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO REGISTERED OWNERS THEREUNDER OR UNDER THE CONDITIONS TO TRANSFERS OR EXCHANGES ADOPTED BY THE CITY; OR OTHER ACTION TAKEN BY DTC AS A REGISTERED OWNER. PAYMENTS MADE TO DTC OR ITS NOMINEE SHALL SATISFY THE CITY'S OBLIGATIONS UNDER THE ACT AND THE ORDINANCES TO THE EXTENT OF SUCH PAYMENTS. SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF ALL THE NOTES, REFERENCES HEREIN TO THE OWNERS, HOLDERS OR REGISTERED OWNERS OF THE NOTES (OTHER THAN UNDER THE CAPTION "TAX MATTERS" HEREIN) SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE NOTES.

In the event that the book entry only system is discontinued, the City will authenticate and make available for delivery Notes in the form of registered certificates. In addition, the following provisions would apply to such Notes: Principal of and interest on the Notes will be payable in lawful money of the United States of America at the office of the Paying Agent, designated by the City, and interest on the Notes will be payable by wire transfer or check mailed to the respective addresses of the registered owners thereof as shown on the registration books of the City as of the close of business on the fifteenth day preceding the maturity date.

SECURITY FOR THE NOTES

General Obligations of the City

The Notes constitute general obligations of the City and the full faith and credit and unlimited taxing power of the City are pledged to the payment of principal of, and interest on the Notes. The City is authorized and required by law to levy *ad valorem* taxes on all real property taxable by the City for the payment of the principal of and the interest on the Notes without limitation as to rate or amount. Payment of such principal and interest is not limited, however, to any particular fund or source of revenue of the City. The City is required to include in its annual municipal budget the total amount of interest and principal charges on all of its general obligation indebtedness for the current year.

THE NOTES ARE NOT ENTITLED TO THE BENEFITS OF THE MUNICIPAL QUALIFIED BOND ACT.

The Notes are not a debt or obligation, legal, moral or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

NO DEFAULT

The City has never defaulted in the payment of principal of, redemption premium, if any, and interest on any bonds or notes or other obligations of the City, nor are any payments of principal of or interest on the City's indebtedness past due.

Market Protection

The City anticipates issuing notes and bonds in 2016, including (a) \$37,000,000 in Notes and (b) \$35,000,000 in Bonds.

CITY OF JERSEY CITY

The City is New Jersey's second largest municipality with a population of 247,597 according to the United States Department of Commerce's 2010 Census. The City is located on the west side of the Hudson River, directly across from lower Manhattan in New York City, and is part of the major business and industrial concentration spanning the New York - Northern New Jersey metropolitan area.

The City's land area is 15.8 square miles, including a five mile long stretch of Hudson River waterfront that has experienced considerable high rise office tower, residential and multi-family development over the past ten years. The City is connected to New York City by the Holland Tunnel and the PATH railroad tubes and is within

ten miles of Newark International Airport and the container and cargo facilities of Port Newark-Elizabeth. The City is located in the County of Hudson. The City's size and current development activity cause it to dominate the economy of Hudson County (the Jersey City Labor Area). The City also serves as the seat of the County government. Of the approximately 275,000 persons employed in the County, approximately 43% are employed in Jersey City. For additional information regarding the City and its finances, see "APPENDIX A - Certain General Information Concerning the City of Jersey City, in the County of Hudson, State of New Jersey".

RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK

Financial Overview

Appendix A contains information relative to the financial operations of the City. Over the last few years, the City's financial position has improved due to structurally balanced operations and strong prospects for continued tax base growth. The City has benefited from successful efforts to raise additional recurring revenues while reducing personnel related expenditures. The 2016 budget decreased by \$817,457 due to a reduction in operating expenses.

The calendar year that ended December 31, 2015, resulted in an excess of \$20,793,912 in operations and the City's unaudited fund balance was \$51,204,128. The calendar year that ended December 31, 2014, resulted in an excess of \$33,812,449 in operations and the City's audited fund balance was \$56,132,966. The calendar year that ended December 31, 2013, resulted in an excess of \$12,410,182 in operations and the City's audited fund balance was \$38,733,517. The calendar year that ended December 31, 2012 resulted in an excess of \$7,946,247 in operations and the City's audited fund balance was \$33,530,567.

The City restructured its debt on March 30, 2006, providing Fiscal Year 2006 debt service relief of \$18 million and another approximately \$69 million in Fiscal Years 2007-2011 combined, and was intended to produce approximately level debt service through Fiscal Year 2022.

Financial Results

2016 Budget. The City's budget for the 2016 Calendar year was introduced on February 24, 2016. The Municipal Tax levy increased to \$223,276,029. The City's 2016 budget anticipates \$69,519,490 in State Aid.

2015 Budget. The City's budget for the 2015 Calendar year was introduced on March 11, 2015 and adopted on July 28, 2015. The Municipal Tax levy increased to \$219,785,389. The City's 2015 budget realized \$68,430,369 in State Aid.

2014 Results. The City's budget for the 2014 Calendar year was introduced on March 12, 2014 and adopted on September 23, 2014. The Municipal Tax levy decreased to \$217,414,170. The City's budget realized \$68,569,897 in State Aid.

2013 Results. The City's budget for the 2013 Calendar year was introduced on February 27, 2013 and adopted on July 17, 2013. The Municipal Tax levy increased to \$217,730,857. The City's budget realized \$69,336,338 in State Aid.

2012 Results. The City's budget for the 2012 Calendar year was introduced on February 22, 2012 and adopted on July 31, 2012. The Municipal Tax levy increased to \$208,175,697. The City's budget realized \$69,509,094 in State Aid.

2011 Results. The City's budget for the 2011 Calendar year was introduced on March 9, 2011 and adopted on September 27, 2011. The Municipal Tax levy increased to \$201,000,000. The City's budget realized \$70,488,976 in State Aid.

2010 Results. The City's budget for the 2010 Fiscal year was introduced on January 13, 2010 and adopted

on April 21, 2010. The Municipal tax levy increased to \$195,000,000. The City's budget realized \$99,778,008 in State Aid. The City transitioned from a State fiscal year to a calendar fiscal year budget. The 2010 Transition year budget was adopted on September 29, 2010. The 2011 Calendar year budget was introduced on March 9, 2011 and realized \$66,933,632 in State Aid.

**CERTAIN STATUTORY PROVISIONS FOR THE PROTECTION
OF GENERAL OBLIGATION DEBT**

Local Bond Law (N.J.S.A. 40A:2-1 et seq.)

The Local Bond Law governs the issuance of bonds and notes to finance certain municipal capital expenditures. Among its provisions are requirements that bonds must mature within the statutory period of usefulness of the projects bonded and that bonds be retired in serial or sinking fund installments. A five percent (5%) cash down payment is generally required to be appropriated for the financing of expenditures for municipal purposes for which bonds are authorized.

The Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.)

This law regulates the non-budgetary financial activities of local governments. An annual, independent audit of the local unit's accounts for the previous year must be performed by a licensed Registered Municipal Accountant. The audit, conforming to the Division of Local Government Services' "Requirements of Audit," includes recommendations for improvement of the local unit's financial procedures and must be filed with the Director (as defined herein) within six (6) months after the close of the fiscal year. A synopsis of the audit report, together with all recommendations made, must be published in a local newspaper within thirty (30) days of its completion.

The chief financial officer of every local unit must file annually with the Director a verified statement of financial condition of the local unit and all constituent boards, agencies and commissions.

The annual audit report is filed with the City Clerk and is available for review during business hours.

Debt Limits (N.J.S.A. 40A:2-6)

The authorized bonded indebtedness of a municipality in the State is limited by statute, subject to the exceptions noted below, to an amount equal to 3.50% of its equalized valuation basis. The equalized valuation basis of a municipality is set by statute as the average for the last three years of the equalized value of all taxable real property and improvements and certain class II railroad property within its boundaries as annually determined by the State Board of Taxation.

Certain categories of debt are permitted by statute to be deducted for purposes of computing the statutory debt limit.

On December 31, 2015, the City's percentage of statutory net debt was 2.26% and was comprised of the following:

	<u>Gross Debt</u>	<u>Deductions</u>	<u>Net Debt</u>
Municipal Purposes	\$731,296,762	\$280,413,125	\$450,883,637
School Purposes	\$43,775,245	\$43,775,245	\$0

Exceptions to Debt Limits - Extensions of Credit (N.J.S.A. 40A:2-7)

The debt limit of the City may be exceeded with the approval of the Local Finance Board, a State regulatory agency. If all or any part of a proposed debt authorization would exceed its debt limit, the City must

apply to the Local Finance Board for an extension of credit. If the Local Finance Board determines that a proposed debt authorization would not materially impair the ability of the City to meet its obligations or to provide essential services, or makes other statutory determinations, approval may be granted. In addition to the aforesaid, debt in excess of the debt limit may be issued without the approval of the Local Finance Board to fund certain bonds for self-liquidating purposes and, in each fiscal year, in an amount not exceeding two-thirds of the amount budgeted in such fiscal year for the retirement of outstanding obligations (exclusive of obligations issued for utility or assessment purposes).

Short-Term Financing

The City may issue short term "bond anticipation notes" to temporarily finance a capital improvement or project in anticipation of the issuance of bonds if the bond ordinance or a subsequent resolution so provides. Bond anticipation notes, which are general obligations of the City, may be issued for a period not exceeding one (1) year. Generally, bond anticipation notes may not be outstanding for longer than ten (10) years. An additional period may be available following the tenth anniversary date equal to the period from the notes' maturity to the end of the tenth fiscal year in which the notes mature plus four (4) months in the next following fiscal year from the date of original issuance. Beginning in the third year, the amount of outstanding notes that may be renewed is decreased by the minimum amount required for the first year's principal payment of bonds in anticipation of which such notes are issued.

MUNICIPAL BUDGET

Pursuant to the Local Budget Law, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"), the City is required to have a balanced budget in which debt service is included in full for each fiscal year.

The Local Budget Law (N.J.S.A. 40A:4-1 et seq.)

The foundation of the New Jersey local finance system is the annual cash basis budget. The City must adopt an operating budget in the form required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"). Items of revenue and appropriation are regulated by law and must be certified by the Director prior to final adoption of the budget. The Local Budget Law requires each local unit to appropriate sufficient funds for payment of current debt service and the Director of the Division (the "Director") is required to review the adequacy of such appropriations, among others, for certification.

The Director has no authority over individual operating appropriations, unless a specific amount is required by law, but the review functions focusing on anticipated revenues serve to protect the solvency of all local units. Local budgets, by law and regulation, must be in balance on a "cash basis". No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10).

The principal sources of City revenues are real estate taxes, State Aid, Federal Aid and miscellaneous revenues.

In any year, the municipality may authorize, by resolution, the issuance of tax anticipation notes which may be issued in anticipation of the collection of taxes for such year. Tax anticipation notes are limited in amount by law and must be paid off in full by a municipality within one hundred twenty (120) days after the close of the fiscal year.

Real Estate Taxes

The general principle that revenue cannot be anticipated in a budget in excess of that realized in the preceding year applies to property taxes. N.J.S.A. 40A:4-29 delineates anticipation of delinquent tax collections: "The maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year."

Section 41 of the Local Budget Law provides with regard to current taxes that: "Receipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and payable in the fiscal year, shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of such preceding fiscal year."

The provision requires that an additional amount (the "reserve for uncollected taxes") be added to the tax levy required to balance the budget so that when the percentage of the prior year's tax collection is applied to the combined total, the product will at least be equal to the tax levy required to balance the budget. The reserve requirement is calculated as follows:

$$\frac{\text{Cash Required from Taxes to Support Local Municipal Budget and Other Taxes}}{\text{Prior Year's Percentage of Current Tax Collection (or Lesser \%)}} = \text{Amount to be Raised by Taxation}$$

Miscellaneous Revenues

Section 26 of the Local Budget Law provides: "no miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the preceding fiscal year, unless the Director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit." No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10). The exception to this is the inclusion of categorical grants-in-aid contracts for their face amount with an offsetting appropriation. The fiscal years for such grants rarely coincide with the municipality's calendar fiscal year.

Limitations on Expenditures ("Cap Law") and Property Tax Levy Cap

N.J.S.A. 40A:4-45.3 places limits on municipal tax levies and expenditures. This law is commonly known as the "Cap Law" (the "Cap Law"). The Cap Law was amended and became effective on July 7, 2004. The Cap Law provides that the City shall limit any increase in its budget to 2.5% or the Cost-Of-Living Adjustment, whichever is less, of the previous year's final appropriations, subject to certain exceptions. The Cost-Of-Living Adjustment is defined as the rate of annual percentage increase, rounded to nearest half percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services produced by the United States Department of Commerce for the year preceding the current year as announced by the Director. However, in each year in which the Cost-Of-Living Adjustment is equal to or less than 2.5%, the City may, by ordinance approved by a majority vote of the full membership of the governing body, provide that the final appropriations of the City for such year be increased by a percentage rate that is greater than the Cost-Of-Living Adjustment, but not more than 3.5% over the previous year's final appropriations. See N.J.S.A. 40A:4-45.14. In addition, N.J.S.A. 40A:4-45.15b restored "CAP" banking to the Local Budget Law. Municipalities are permitted to appropriate available "CAP Bank" in either of the next two (2) succeeding years' final appropriations. Along with the permitted increases for total general appropriations there are certain items that are allowed to increase outside the "CAP".

Additionally, P.L. 2010, c.44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required to be raised for capital expenditures, including debt service, increases in pension contributions in excess of two percent (2%), certain increases in health care costs in excess of two percent (2%), and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above two percent (2%) not otherwise permitted under the law by an affirmative vote of fifty percent (50%).

The Division has advised that counties and municipalities must comply with both budget "CAP" and the

tax levy limitation. Neither the tax levy limitation nor the "CAP" law, however, limits the obligation of the City to levy *ad valorem* taxes upon all taxable property within the boundaries of the City to pay debt service on bonds and notes.

Deferral of Current Expenses

Supplemental appropriations made after the adoption of the budget and determination of the tax rate may be authorized by the governing body of a local unit, including the City, but only to meet unforeseen circumstances, to protect or promote public health, safety, morals or welfare, or to provide temporary housing or public assistance prior to the next succeeding fiscal year. However, with certain exceptions described below, such appropriations must be included in full as a deferred charge in the following year's budget. Any emergency appropriation must be declared by resolution according to the definition provided in N.J.S.A. 40A:4-48, and approved by at least two-thirds of the full membership of the governing body and shall be filed with the Director. If such emergency appropriations exceed three percent (3%) of the adopted operating budget, consent of the Director is required. N.J.S.A. 40A:4-49.

The exceptions are certain enumerated quasi-capital projects ("special emergencies") such as (i) the repair and reconstruction of streets, roads or bridges damaged by snow, ice, frost, or floods, which may be amortized over three (3) years, and (ii) the repair and reconstruction of streets, roads, bridges or other public property damaged by flood or hurricane, where such expense was unforeseen at the time of budget adoption, the repair and reconstruction of private property damaged by flood or hurricane, tax map preparation, re-evaluation programs, revision and codification of ordinances, master plan preparations, severance liabilities, drainage map preparation for flood control purposes, studies and planning associated with the construction and installation of sanitary sewers, authorized expenses of a consolidated commission, contractually required severance liabilities resulting from the layoff or retirement of employees and the preparation of sanitary and storm system maps, all of which projects set forth in this section (ii) may be amortized over five (5) years. N.J.S.A. 40A:4-53, -54, -55, -55.1. Emergency appropriations for capital projects may be financed through the adoption of a bond ordinance and amortized over the useful life of the project as described above.

Budget Transfers

Budget transfers provide a degree of flexibility and afford a control mechanism. Pursuant to N.J.S.A. 40A:4-58, transfers between major appropriation accounts are prohibited until the last two (2) months of the municipality's fiscal year. Appropriation reserves may be transferred during the first three (3) months of the current fiscal year to the previous fiscal year's budget. N.J.S.A. 40A:4-59. Both types of transfers require a two-thirds vote of the full membership of the governing body. Although sub-accounts within an appropriation are not subject to the same year-end transfer restriction, they are subject to internal review and approval. Generally, transfers cannot be made from the down payment account, the capital improvement fund, contingent expenses or from other sources as provided in the statute.

Fiscal Year

In 2010, the City changed its fiscal year from a June 30th year end to a December 31st year end. The City adopted a transition year budget for the period July 1, 2010 through December 31, 2010 and introduced a full calendar year budget for the period commencing January 1, 2011 and in each calendar year thereafter.

Budget Process

Primary responsibility for the City's budget process lies with the City Council. As prescribed by the Local Budget Law, adoption should occur by the end of March; however, extensions may be granted by the Division to any local governmental unit. In the first quarter in which the budget formulation is taking place, the City operates under a temporary budget which may not exceed 26.25% of the previous fiscal year's adopted budget. In addition to the temporary budget, the City may approve emergency temporary appropriations for any purpose for which appropriations may lawfully be made.

TAX INFORMATION ON THE CITY

Property valuations (assessments) are determined on true values as arrived at by the cost approach, market data approach and capitalization of net income (where applicable). Current assessments are the result of maintaining new assessments on a "like" basis with established comparable properties for newly assessed or purchased properties resulting in a decline of the assessment ratio to true value to its present level. This method assures equitable treatment to like property owners. Because of the escalation of property resale values, annual adjustments could not keep pace with the rising values.

Upon the filing of certified adopted budgets by the City, the school district and the County, the tax rate is struck by the County Board of Taxation based on the certified amounts in each of the taxing districts for collection to fund the budgets. The statutory provisions for the assessment of property, levying of taxes and the collection thereof are set forth in N.J.S.A. 54:4-1 et seq. Special taxing districts are permitted in New Jersey for various special services rendered to the properties located within the special district.

For calendar year municipalities, tax bills are sent in June of the current fiscal year. Taxes are payable in four quarterly installments on February 1, May 1, August 1 and November 1. The August and November tax bills are determined as the full tax levied for municipal, school district or county purposes for the current municipal fiscal year, less the amount charged as the February and May installments for municipal, school district or county purposes in the current fiscal year. The amounts due for the February and May installments are determined as by the municipal governing body as either one-quarter or one-half of the full tax levied for municipal, school district or county purposes for the preceding fiscal year.

Tax installments not paid on or before the due date are subject to interest penalties of eight percent (8%) on the first \$1,500 of the delinquency and, then eighteen percent (18%) per annum on any amount in excess of \$1,500. A penalty of up to six percent (6%) of the delinquency in excess of \$10,000 may be imposed on a taxpayer who fails to pay that delinquency prior to the end of the tax year in which the taxes become delinquent. Delinquent taxes open for one year or more are annually included in a tax sale in accordance with State Statutes. Tax title liens are periodically assigned to the Corporation Counsel (as defined herein) for in rem foreclosures in order to acquire title to these properties.

The provisions of Chapter 99 of the Laws of New Jersey of 1997 allow a municipality to sell its total property tax levy to the highest bidder either by public sale with sealed bids or by public auction. The purchaser shall pay the total property tax levy bid amount in quarterly installments or in one annual installment. Property taxes will continue to be collected by the municipal tax collector and the purchaser will receive as a credit against his payment obligation the amount of taxes paid to the tax collector. The purchaser is required to secure his payment obligation to the municipality by an irrevocable letter of credit or surety bond. The purchaser is entitled to receive, all delinquent taxes and other municipal charges owing, due and payable upon collection by the tax collector. The statute sets forth bidding procedures, minimum bidding terms and requires the review and approval of the sale by the Division.

Tax Appeals

New Jersey Statutes provide a taxpayer with remedial procedures for appealing an assessed valuation that the taxpayer deems excessive. The taxpayer has a right to file a petition on or before the 1st day of April (1st day of May in a revaluation year) of the current tax year for its review. The County Board of Taxation and the Tax Court of New Jersey have the authority after a hearing to increase, decrease or reject the appeal petition. Adjustments by the County Board of Taxation are usually concluded within the current tax year and reductions are shown as cancelled or remitted taxes for that year. If the taxpayer believes the decision of the County Board of Taxation to be incorrect, appeal of the decision may be made to the Tax Court of New Jersey. State tax court appeals tend to take several years to conclude by settlement or trial and any losses in tax collection from prior years, after an unsuccessful trial or by settlement, are charged directly to operations.

DEBT INFORMATION ON THE CITY

Debt Statements

The City must report all new authorizations of debt or changes in previously authorized debt to the Division. The Supplemental Debt Statement, as this report is known, must be submitted to the Division before final passage of any debt authorization. Before January 31 of each year, the City must file an Annual Debt Statement with the Division. This report is made under oath and states the authorized, issued and unissued debt of the City as of the previous December 31. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing.

TAX MATTERS

The following is a general discussion of certain of the anticipated federal tax consequences of the purchase, ownership and disposition of the Notes by the original purchasers of the Notes. Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Notes. This discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code") regulations, rulings and decisions now in effect, all of which are subject to change at any time, possibly with retroactive effect, and does not purport to deal with federal income tax consequences applicable to all categories of investors, some of which will be subject to special rules. This discussion assumes that the Notes will be held as "capital assets" under the Code and that the Notes are owned by U.S. Holders (as defined below). Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Notes.

As used herein, the term "U.S. Holder" means a beneficial owner of a Bond that is for United States federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any State or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a court within the United States and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

Interest Income

INTEREST ON THE NOTES IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. The City will report annually (or more frequently if required) to owners of record and to the Internal Revenue Service in respect of interest paid on the Notes.

Backup Withholding

Under the Code, payments on the Notes may under certain circumstances, be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Internal Revenue Code of 1986, as amended (the "Code"). This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such Noteholder is not subject to backup withholding. Owners of the Notes should consult their own tax advisors as to their qualification for exemption for backup withholding and the procedures for obtaining the exemption.

Disposition and Defeasance

Generally, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Note, a holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such holder's adjusted tax basis in the Note.

The City may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Notes to be deemed to be no longer outstanding under the Resolution (a "defeasance"). For Federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Notes subsequent to any such defeasance could also be affected.

State Taxation

Bond Counsel is of the opinion, based upon existing statutes and judicial decisions, that interest on the Notes and net gains from the sale of the Notes are not included as gross income under the New Jersey Gross Income Tax Act. Potential purchasers of the Notes should consult with their tax advisors in order to understand the tax consequences of ownership of the Notes under the laws of other states.

THE FOREGOING IS NOT INTENDED AS AN EXHAUSTIVE RECITAL OF THE POTENTIAL TAX CONSEQUENCES OF HOLDING THE NOTES. PROSPECTIVE PURCHASERS OF THE NOTES SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES.

MUNICIPAL BANKRUPTCY

The undertakings of the City should be considered with reference to 11 U.S.C. § 101 *et seq.*, as amended and supplemented (the "Bankruptcy Code"), and other bankruptcy laws affecting creditors' rights and municipalities in general. The Bankruptcy Code permits the State or any political subdivision, public agency, or instrumentality that is insolvent or unable to meet its debts to commence a voluntary bankruptcy case by filing a petition with a bankruptcy court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of petitioner's creditors; provides that a petition filed under this chapter shall operate as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; grants priority to certain debts owed; and provides that the plan must be accepted in writing by or on behalf of creditors holding at least two-thirds in amount and more than one half in number of the allowed claims of at least one (1) impaired class. The Bankruptcy Code specifically does not limit or impair the power of a state to control by legislation or otherwise, the procedures that a municipality must follow in order to take advantage of the provisions of the Bankruptcy Code.

The Bankruptcy Code provides that special revenue acquired by the debtor after the commencement of the case shall remain subject to any lien resulting from any security agreement entered into by such debtor before the commencement of such bankruptcy case. However, special revenues acquired by the debtor after commencement of the case shall continue to be available to pay debt service secured by those revenues. Furthermore, the Bankruptcy Code provides that a transfer of property of a debtor to or for the benefit of any holder of a bond or note, on account of such bond or note, may not be avoided pursuant to certain preferential transfer provisions set forth in such code.

Reference should also be made to N.J.S.A. 52:27-40 *et seq.*, which provides that a local unit, including the City, has the power to file a petition in bankruptcy with any United States court or court in bankruptcy under the provisions of the Bankruptcy Code, for the purpose of effecting a plan of readjustment of its debts or for the composition of its debts; provided, however, the approval of the Local Finance Board, as successor to the Municipal Finance Commission, must be obtained.

The City has not authorized the filing of a bankruptcy petition. This reference to the Bankruptcy Code or the State statute should not create any implication that the City expects to utilize the benefits of their provisions, or that if utilized, such action would be approved by the Local Finance Board, or that any proposed plan would include a dilution of the source of payment of and security for the Notes, or that the Bankruptcy Code could not be amended after the date hereof.

FINANCIAL STATEMENTS OF THE CITY

The balance sheets – statutory basis of the various funds of the City as of and for the years ended December 31, 2014 and 2013 and the related statements of operations and changes in fund balance – statutory basis for the years then ended and the related statement of revenues – statutory basis and statement of expenditures – statutory

basis for the years ended December 31, 2014 and 2013, together with the Notes to the Financial Statements for the years then ended, are presented in Appendix B to the Official Statement. The financial statements referred to above have been audited by Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor, as stated in its report appearing in Appendix B.

Also included in Appendix B are unaudited balance sheets – regulatory basis of the various funds of the City as of December 31, 2015 and the related unaudited statement of operations and changes in fund balance – regulatory basis for the year ended December 31, 2015, without accompanying note disclosures. The unaudited financial statements referred to above have been abstracted from the annual financial statement (unaudited) of the City for the year ended December 31, 2015, as stated in the accountant's compilation report prepared by Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor.

RATING

The City has requested that the Notes be rated by and has furnished information to Moody's Investor Service ("Moody's") including information that may not be included in this Official Statement. Moody's has assigned a rating of "_____" to the Notes.

An explanation of the significance of such rating may be obtained only from Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. The rating reflects only the views of Moody's. Generally, rating agencies base their ratings upon information and materials provided to them and upon investigations, studies and assumptions by the particular rating agency. There can be no assurance that the rating will be maintained for any given period of time or that the rating may not be lowered or withdrawn entirely, if in Moody's judgment, circumstances so warrant. Such action, any downward change in, or withdrawal of such rating, may have an adverse effect on the market price of the Notes. The City has not undertaken any responsibility after the issuance of the Notes to assure maintenance of the rating or to oppose any such revision or withdrawal.

LEGALITY FOR INVESTMENT

The State and all public officers, municipalities, counties, political subdivisions and public bodies, and agencies thereof, all banks, bankers, trust companies, savings and loan associations, savings banks and institutions, building and loan associations, investment companies, and other persons carrying on banking business, all insurance companies, and all executors, administrators, guardians, trustees, and other fiduciaries may legally invest any sinking funds, moneys or other funds belonging to them or within their control in any Notes of the City, including the Notes, and such Notes are authorized security for any and all public deposits.

FINANCIAL ADVISOR

NW Financial Group, LLC, Hoboken, New Jersey has served as Financial Advisor to the City with respect to the issuance of the Notes (the "Financial Advisor"). The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement and the Appendices hereto. The Financial Advisor is an independent firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

UNDERWRITING

The Notes are being purchased by the Underwriter (the "Underwriter") listed on the cover page of this Official Statement at an aggregate price of \$_____. The Notes are being reoffered to the public at a price of \$_____.

The Underwriters intend to offer the Notes to the public initially at the offering yields set forth on the cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriters reserve the right to join with dealers and other underwriters in offering the Notes to the public. The Underwriters may offer and sell Notes to certain dealers (including dealers depositing Notes into investment trusts) at yields higher than the public offering yields set forth on the cover page, and such public offering yields may be

changed, from time to time, by the Underwriters without prior notice.

LITIGATION

To the knowledge of the City's Corporation Counsel, Jeremy Farrell, Esq. (the "Corporation Counsel"), there is no litigation of any nature now pending or threatened, restraining or enjoining the issuance or the delivery of the Notes, or the levy or the collection of taxes to pay the principal of or the interest on the Notes, or in any manner questioning the authority or the proceedings for the issuance of the Notes or for the levy or the collection of taxes to pay the principal of or the interest on the Notes, or contesting the corporate existence or the boundaries of the City or the title of any of the present officers. Moreover, to the knowledge of the Corporation Counsel and except as set forth in Appendix A under the section entitled "Pending Litigation", no litigation is presently pending or threatened that, in the opinion of the Corporation Counsel, would have a material adverse impact on the financial condition of the City if adversely decided. A certificate to such effect will be executed by the Corporation Counsel and delivered to the Underwriter at the closing.

LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Notes are subject to the unqualified approving legal opinion of Bond Counsel, GluckWalrath LLP, Trenton, New Jersey, whose opinion approving the validity of the Notes will be delivered with the Notes. Such opinion will be substantially in the form included herein as APPENDIX D.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders to provide certain financial information and operating data on the City and to comply with the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, and as detailed in a Continuing Disclosure Certificate (the "Certificate") to be executed on behalf of the City by its Chief Financial Officer, in the form appearing in Appendix D hereto, such Certificate to be delivered concurrently with the delivery of the Bonds. This covenant is being made by the City to assist the purchaser of the Bonds in complying with the Rule.

The City has previously failed to file, in a timely manner, its Annual Reports in accordance with the Rule for the fiscal year ended June 30, 2010, the transition year ended December 31, 2010, and the calendar years ended December 31, 2011, 2012 and 2013. Generally, the City had previously filed, in a timely manner, the required audited financial statements, but did not timely file all required operating data for the periods referenced above. Additionally, the City had failed to file, in a timely manner, certain material event notices relating to rating changes of the City, the Municipal Qualified Bond Act, the School Qualified Bond Act, the School Bond Reserve Act and various bond insurance companies. Such notices were filed on November 13, 2014. Further, the City recently determined that it inadvertently failed to comply with prior undertakings to provide its Annual Report for the fiscal year ended June 30, 2010, the transition year ended December 31, 2010, and the calendar year ended December 31, 2013 with respect to bonds issued by the Jersey City Municipal Utilities Authority (the "JCMUA Undertaking"). However, portions of such Annual Reports were filed with the Municipal Securities Rulemaking Board (the "MSRB") with respect to the City's bonds. The City has since corrected this oversight by linking the required Annual Reports to the JCMUA Undertaking. The City has implemented certain procedures to file its Annual Reports on a more consistent and timely basis in future years. The City's implementation of procedures to file its Annual Reports also includes the continued utilization of Digital Assurance Certification, LLC (DAC) to assist with the City's disclosure requirements.

CLOSING CERTIFICATES

Upon the delivery of the Notes, the Underwriter will be furnished with the following items: (i) a Certificate executed by the Business Administrator and the Chief Financial Officer of the City (or officers otherwise titled serving in equivalent capacities) to the effect that as of the date of this Official Statement and at all times subsequent thereto, up to and including the time of the delivery of the Notes, this Official Statement did not and does not

contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading, and further stating that there has been no adverse material change in the financial condition of the City since the date of this Official Statement to the date of issuance of the Notes, as appropriate, and having attached thereto a copy of this Official Statement, (ii) a Certificate signed by an officer of the City evidencing payment for the Notes, (iii) a Certificate signed by the Mayor, Business Administrator, Chief Financial Officer and City Clerk evidencing the due execution of the Notes, including statements that (a) no litigation of any nature is pending or, to the knowledge of the signers, threatened, restraining or enjoining the issuance and delivery of the Notes, or the levy and collection of taxes to pay the principal of and interest thereon, nor in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes thereunder, (b) neither the corporate existence or boundaries of the City nor the title of the signers to their respective offices is being contested, and (c) no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded, (iv) the Continuing Disclosure Certificate; and (v) a Non-Arbitrage Certificate with respect to the Notes, each executed by the Chief Financial Officer.

MISCELLANEOUS

All information contained in this Official Statement is subject, in all respects, to the complete body of information contained in the original sources thereof, and no guarantee, warranty, or other representation is made concerning the accuracy or completeness of the information herein other than as stated in APPENDIX B hereto and the certificates described under the "CLOSING CERTIFICATES." Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such opinions, estimates or projections will be realized. Copies of the City's Independent Auditors' Reports are available for inspection during normal business hours at the office of the Business Administrator.

This Official Statement has been duly approved, executed and delivered by the City.

THE CITY OF JERSEY CITY

By: _____
Robert J. Kakoleski, Business Administrator

By: _____
Donna Mauer, Chief Financial Officer

Dated: June __, 2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 16.324

Agenda No. 10.C

Approved: MAY 25 2016

TITLE:



RESOLUTION URGING THE STATE OF NEW JERSEY LEGISLATURE TO ENACT AN AMENDMENT TO THE APPOINTMENT, REMOVAL, AND SALARY FOR AIDES FOR COUNCIL MEMBERS STATUTE TO ADD AN EXECUTIVE SECRETARY AND TWO COUNCIL AIDES, AND TO PERMIT THE SALARIES TO BE SET BY ORDINANCE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 40:69A-60.5 permits each member of the City of Jersey City's Municipal Council to appoint one aide, and by ordinance fix their salary at no more than \$15,000; and

WHEREAS, by the adoption of Section A351 of the Municipal Code, in 1994 the City fixed the salary at the maximum permitted or \$15,000; and

WHEREAS, because it is a statutory maximum, the salaries cannot exceed what is set forth on N.J.S.A. 69A-60.5, and not more than one (1) aide may be appointed; and

WHEREAS, by contrast, pursuant to N.J.S.A. 40:69A-60.5, each member of Newark's Municipal Council may appoint up to four aides with salaries to be fixed by ordinance; and

WHEREAS, a Municipality Council is in the best position to evaluate the salaries of their own aides; and

WHEREAS, it is in the City's best interest to have the flexibility to determine the appropriate salary level, and the number of aides that are necessary for each Municipal Council Member; and

WHEREAS, the State Legislative should amend N.J.S.A. 40:69A-60.5 to allow the Municipal Council of the City of Jersey City to better administer their own staffs, at least similar to the State's (presently) largest City, Newark, all of which will occur at no cost to the State of New Jersey.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The State Legislature is hereby urged to enact an amendment to N.J.S.A. 40:69A-60.5 so that larger municipalities, such as the City of Jersey City, can better administer their own Municipal Council staffs, and at no cost to the State of New Jersey.
2. A copy of the proposed amendment to N.J.S.A. 40:69A-60.5 is attached hereto.
3. The City Clerk is hereby asked to send a certified copy of this resolution to each member of the Hudson County Legislative Delegation in Trenton.

JM/JH/he
5/18/16
5/25/16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

ASSEMBLY BILL

STATE OF NEW JERSEY 209th LEGISLATURE

TO BE FILED FOR INTRODUCTION IN THE 2015-2016 SESSION

Sponsored by Assemblymen:

An Act providing for authorization to the Municipal Councils of the State's larger cities to better administer their staffs and offices, in a manner similar to the State's largest City, Newark.

Be It Enacted by the Senate and General Assembly of the State of New Jersey:

1. Section 40:69A-60.5 (Aides for Council Members; Appointment; Removal; Salary) of Title 40 is amended to read as follows:

N.J.S.A. 40:69A-60.5. Aides for council members; appointment; removal; salary. The municipal council of any municipality having a population of more than 270,000 which, prior to January 9, 1982 had adopted the form of government designated as "Mayor-Council Plan C" provided for in article 5 of P.L.1950, c.210 (C.40:69A-55 et seq.), may appoint an executive secretary and not more than four aides for each council member, who shall serve, and be removable at the pleasure of the council member, and who shall serve in the unclassified service of the civil service of the city and shall receive such salary as shall be fixed by ordinance, but said salary shall not exceed the salaries of persons holding the positions of executive secretary or aide on April 26, 1985. Person appointed pursuant to this section may have their salaries increased on a periodic basis in accordance with the recommendation in an annual merit evaluation for each aide, to be filed with the municipal clerk by the council members, but not in excess of the average percentage increase granted to other municipal employees in the same period.

The municipal council of any municipality having a population of more than 200,000, but less than 270,000, which, prior to January 9, 1982, had adopted the form of government designated as "Mayor-Council Plan C" provided for in article 5 of P.L.1950, c.210 (C.40:69A-55 et seq.) may appoint ~~[not more than one aide]~~ one executive secretary and not more than two (2) aides for each council member, who shall serve, and be removable at the pleasure of the council member, and who shall serve in the unclassified service of the civil service of the city and shall receive a salary as shall be fixed by ordinance ~~[except that the salary so fixed shall not exceed \$15,000].~~

~~[No municipality shall adopt the provisions of this section on or after October 26, 1985.]~~

Note: All new material is underlined.
Repealed material in ~~[brackets]~~.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.325

Agenda No. 10.D

Approved: MAY 25 2016

TITLE:



RESOLUTION CONSENTING TO THE AWARD OF THE PUBLIC INFRASTRUCTURE TAX CREDIT FROM THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY TO BAYFRONT REDEVELOPMENT, LLC

COUNCIL Offered and moved adoption of the following Resolution.

WHEREAS, Bayfront Redevelopment LLC ("Bayfront") is the designated Redeveloper of the Bayfront I Redevelopment area; and

WHEREAS, pursuant to N.J.S.A. 34:1B-251 et seq., Bayfront applied to the New Jersey Economic Development Authority ("NJEDA") for a Public Infrastructure Tax Credit for investments being made to create open space within the Bayfront I Redevelopment Area which open space will ultimately be transferred to the City of Jersey City; and

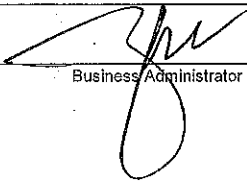
WHEREAS, on April 12, 2016 the "NJEDA approved the Bayfront application for a Public Infrastructure Tax Credit in the amount of \$2,000,000.00 (the "Tax Credit"); and

WHEREAS, pursuant to N.J.S.A. 34:1B-251 et seq., the City of Jersey City (which will ultimately become the fee owner of the open space being created subject to the adoption of an Ordinance and in accordance with the underlying Consent Decree with the City) is required to inform the NJEDA of its consent to the granting of the Tax Credit to Bayfront.

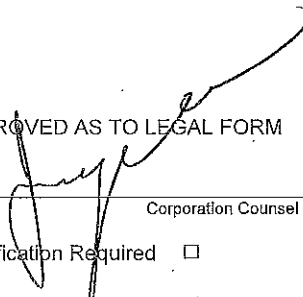
NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby supports and consents to the award of the Tax Credit to Bayfront and hereby authorizes the Business Administrator to inform the NJEDA of the same.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

 _____

Corporation Counsel

Certification Required

Not Required

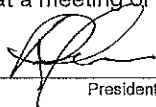
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
				OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			COLEMAN	✓			WATTERMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 _____
President of Council

 _____
Robert Byrne, City Clerk

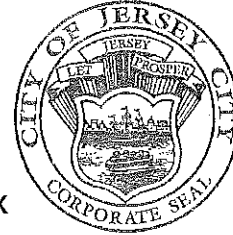
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.326

Agenda No. 10.E

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING AN ESTIMATED 3rd quarter 2016 TAX BILL IF NEEDED.

COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED, AND MOVED

WHEREAS, ON JULY 14, 1994, THE PUBLIC LAWS OF 1994, CHAPTER 72 OF THE STATE OF NEW JERSEY WERE ENACTED; AND

WHEREAS, THE LAW, WHICH IS AN ACT CONCERNING THE DELIVERY AND PAYMENT OF REAL PROPERTY TAX BILLS, REQUIRES THAT THE GOVERNING BODY OF EACH MUNICIPALITY OPERATING UNDER THE STATE CALENDAR YEAR, SHALL AUTHORIZE THE CITY COLLECTOR IF NECESSARY TO ISSUE AN ESTIMATED TAX BILL; AND

WHEREAS, THE AMOUNT OF THE PRELIMINARY NON-MUNICIPAL TAX LEVY SHALL BE CALCULATED ACCORDING TO LAW USING 50 PERCENT OF THE TOTAL 2015 BILLING; UNLESS AUTHORIZED BY THE DIRECTOR OF LOCAL GOVERNMENT SERVICES TO EXCEED 105 PERCENT OF CALENDAR YEAR 2015 ,AND

WHEREAS, THE MUNICIPAL LEVY SHALL BE CALCULATED FOR THE THIRD QUARTER 2015 USING AN ESTIMATED AMOUNT OF \$ 223,276,029.00 AND

WHEREAS, THE FOURTH QUARTER 2016 WILL REFLECT THE BALANCE DUE ON THE MUNICIPAL PORTION ONCE THE BUDGET IS PASSED; AND

WHEREAS, I HAVE DISCUSSED THIS BILLING WITH THE BUDGET OFFICER, THE BUSINESS ADMINISTRATOR, AND CHIEF FINANCIAL OFFICER AS TO THE AMOUNT TO BILL;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, IN ACCORDANCE WITH PUBLIC LAWS OF 1994, CHAPTER 72, HEREBY CERTIFIES THE TAX COLLECTOR TO MAIL AN ESTIMATED THIRD QUARTER 2016 TAX BILL.

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

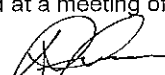
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing an estimated 3rd quarter 2016 tax bill if needed.

Initiator

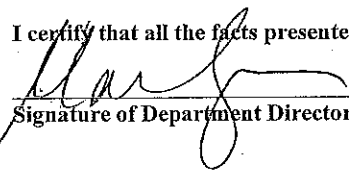
Department/Division	Administration	Tax Collections
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	201-547-5120	Maureen@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To allow the municipality to have a steady cash flow to operate with while waiting for adoption of the municipal budget.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5-13-16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.327

Agenda No. 10-F

Approved: MAY 25 2016

TITLE:



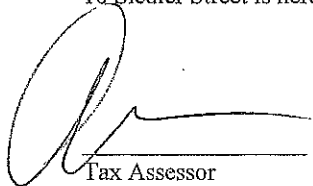
**CANCELLATION OF JACKSON HILL SPECIAL IMPROVEMENT DISTRICT
CHARGE ON BLOCK 18503 LOT 17, ALSO KNOWN
AS 18 SIEDLER STREET**

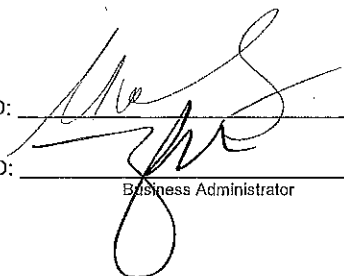
COUNCIL OFFERED, AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 18503 Lot 17 is vacant; and

WHEREAS, the Jersey City Tax Assessor would like to cancel the Special Improvement charges on Block 18503 Lot 17 in the amount of \$ 563.75; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 18503 Lot 17 also known as 18 Siedler Street is hereby canceled in the total amount of \$ 563.75.


Tax Assessor

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

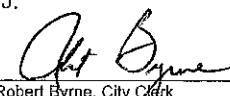
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

CANCELLATION OF JACKSON HILL SPECIAL IMPROVEMENT DISTRICT CHARGE ON BLOCK 18503 LOT 17, ALSO KNOWN AS 18 SIEDLER STREET

Initiator

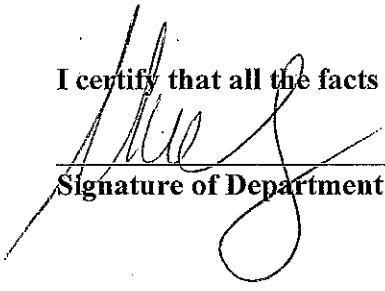
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To cancel the special improvement charges of \$ 563.75 on Block 18503 Lot 17 which is vacant land.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5-4-10
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.328

Agenda No. 10.G

Approved: MAY 25 2016

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2016-2017 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of April 27, 2015 the Municipal Council of the City of Jersey City introduced and approved the McGinley Square Special Improvements District following budget for the period July 1, 2016 through June 30, 2017, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on May 25, 2016; and

WHEREAS, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

WHEREAS, all persons having an interest in the budget were given the opportunity to present objections; and

WHEREAS, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

WHEREAS, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The McGinley Square Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$91,670.51 for the McGinley Square Special Improvement District for the period July 1, 2016 through June 30, 2017, which sum shall be raised by taxation during the period July 1, 2016 through June 30, 2017.

City Clerk File No. Res. 16.328

Agenda No. 10-G MAY 25 2016

TITLE:

2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.

3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.

4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the McGinley Square Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**2016-17 PROPOSED McGINLEY SQUARE PARTNERSHIP BUDGET MEETING:
THURSDAY, MARCH 3, 2016**

The Annual Budget Meeting of the McGinley Square Partnership will be held on
THURSDAY, MARCH 3, 2016, 9:00 am, at the McGinley Square Partnership office, 761 Montgomery Street,

<u>REVENUES</u>	<u>TOTAL</u>	<u>NOTES</u>
Cash on Hand	0	Cash balance projected as of 7/1/16
2015-16 SID taxes	72,336.51	same assessment formula as in past years
Banners/CCEF	2,034.00	31 Banners-\$1984 profit; CCEF-\$50
Recognition Awards Dinner Ad Journal/Raffle	2,300.00	Net profit from ticket sales, ad journal, raffle
Monthly McGinley Shopper	<u>15,000.00</u>	\$1250/month: 25 ads @ \$50
TOTAL REVENUE	91,670.51	
 <u>EXPENSES</u>		
Rent	1,800.00	\$150 per month to Bardack Realty
Insurance	1,400.00	D&O insurance, \$1 million general liability insurance
Office Supplies	400.00	stamps, paper, etc. (no bottled water)
Audit/Tax Return	<u>4,000</u>	Madeline Miller, CPA; same as 2014-15
Telephone	<u>2,000.00</u>	land line, internet, fax
Subtotal	9,600.00	
 Management (on-site)	 42,993.27	 FTM staff; same as 2015-16
 <u>Marketing</u>		
Website	359.40	Webhost (\$19.95/mon); updates (\$10/mon-FTM)
Holiday Lights-2016	<u>2,500.00</u>	full display of 50 ornaments (no electricity)
Total Marketing Subtotal	2,859.40	
—		
Sanitation	36,000.00	same as 2015-16 @ \$3000/month
 Reserve	 <u>217.84</u>	 unanticipated or non-budgeted expenses
TOTAL EXPENSES	91,670.51	

A public hearing on the McGinley Square Special Improvement District 2016-2017 FY Budget as introduced on April 27, 2016, will be held Wednesday, May 25, 2016 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City/ New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne/City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.329

Agenda No. 10.H

Approved: MAY 25 2016

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on April 20, 2016 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the McGinley Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

WHEREAS, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

WHEREAS, on May 25, 2016, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

WHEREAS, the Municipal Council considered the comments at the public hearing; and

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the McGinley Square Special Improvement District for the budget year July 1, 2016 through June 30, 2017; and

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the McGinley Square Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

PUBLIC NOTICE
CITY OF JERSEY CITY
2016-2017 MCGINLEY SQUARE SID

Block	Lot	Owner	Property Location	Bill Amt
15003	17	101 STORMS AVENUE ASSOC LLC	101 STORMS AVE.	\$379.43
15004	5	124 STORMS AVE. CONDO % BSG MGNMT	124-130 STORMS AVE.	\$212.48
13303	18	2 GLENWOOD AVE., LLC,%N.OSTROW,INC	2 GLENWOOD AVE.	\$924.75
13502	27	256 SUMMIT AVENUE, L.L.C.	256 SUMMIT AVE.	\$1,168.64
15003	27	264 FAIRMONT OPPORTUNITY, LLC	264 FAIRMOUNT AVE.	\$337.69
15004	21	289 MONTICELLO AVE LLC	289 MONTICELLO AVE.	\$576.73
13502	24	646 MONTGOMERY LLC	646 MONTGOMERY ST.	\$379.43
13502	26	650 MONTGOMERY HOLDING, LLC	650 MONTGOMERY ST.	\$288.37
16502	27	673-675 BERGEN, L.L.C.	673 BERGEN AVE.	\$303.54
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	\$303.54
15002	7	704 BERGEN AVE., LLC%N.OSTROW,INC.	704 BERGEN AVE.	\$379.43
16501	24	711 BERGEN AVE., L.L.C.	711 BERGEN AVE.	\$533.02
16501	23	713-715 BERGEN REALTY %JASCO MGMNT	713 BERGEN AVE.	\$897.43
15003	1	716-18 BERGEN AVE.LLC,%N.OSTROW,INC	716-718 BERGEN AVE	\$1,346.67
15003	2.01	720-726 BERGEN AVE,LLC %KABR GROUP,	280 FAIRMOUNT AVE.	\$1,446.54
16501	20	725 BERGEN AVENUE, LLC %KABR GROUP,	725 BERGEN AVE.	\$419.50
16501	19	725 BERGEN AVENUE,LLC	727 BERGEN AVE.	\$416.46
15004	12	729-735 MONTGOMERY STREET, LLC	733 MONTGOMERY ST.	\$607.09
15004	13	729-735 MONTGOMERY STREET, LLC	729 MONTGOMERY ST.	\$750.06
15004	7	740 BERGEN, LLC	740 BERGEN AVE.	\$1,368.38
15004	8	742 BERGEN, LLC	742-744 BERGEN AVE.	\$650.04
14904	6	755-757 BERGEN AV CORP C/O J JA KIM	755-7 BERGEN AVE.	\$2,612.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$432.55
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$432.55
15002	17.01	AFSF ASSOCIATES, LLC	263 FAIRMOUNT AVE.	\$758.86
15002	5.01	AFSF ASSOCIATES, LLC	275 FAIRMOUNT AVE.	\$2,086.86
16501	28	ALAVA, BEATRIZ	703 BERGEN AVE.	\$253.00
15004	26	AMF REAL ESTATE, LLC	104 STORMS AVE.	\$1,092.76
15004	18	BAKI, EMAD & HAIDY	297 MONTICELLO AVE	\$512.99
15004	19	BAKI, EMAD & HAIDY	295 MONTICELLO AVE.	\$579.77
14904	3	BARDACK, ALLAN ROY & RUBY CABATO	761 MONTGOMERY ST.	\$379.43
15002	3	BATES, NICOLA & ZAGARELLA, PATRICIA	692 BERGEN AVE.	\$443.17
16502	28	BERGEN 669, LLC.%GOTHAM WEST DEVELO	669 BERGEN AVE.	\$1,060.73
14904	2	BHA REALTY, LLC	763 MONTGOMERY ST.	\$379.43
16502	19	BINDLER, YOKAV & PROKOP, JANE	691 BERGEN AVE.	\$270.61
14904	10	C.A.U.S.E. INC. %THEODORE B. KING	739 BERGEN AVE.	\$820.18
15103	2	C.H.A.R.A.,LLC	641 MONTGOMERY ST.	\$588.88
15004	14	CALABRESE,M. & COSTA,D.	725 MONTGOMERY ST.	\$1,381.13
15004	20	COLARUSSO, JOHN J.	291 MONTICELLO AVE	\$607.09
16502	17	CRUZ, RAMON E.	695 BERGEN AVE.	\$273.19
15004	16	CUPO, JOSEPH & ASSUNTA	47 ORCHARD ST.	\$379.43
15003	5	DAEBOK LIMITED LIABILITY COMPANY	732 BERGEN AVE.	\$1,077.58

15102	7	DE CRESCA, ELLIS N.	667-669 MONTGOMERY	\$761.90
15102	6	DE CRESCE, ELLIS N. & GRACE	671 MONTGOMERY ST	\$379.58
15003	3	DIAZ, JUSTO E., FERMIN, PEDRO, M. & J.	728 BERGEN AVE.	\$349.83
15003	18	EGBUNA, HERBERT	99 STORMS AVE.	\$1,282.32
15003	4	GHTAS, VICTOR & FOTINI	730 BERGEN AVE.	\$379.43
15003	25	HBC PROPERTIES, LLC	260 FAIRMOUNT AVE.	\$379.43
16501	22	HORIZON HEALTH CENTER, INC.	719-721 BERGEN AVE.	\$642.45
16502	18	HUDCO BERGEN, LLC	693 BERGEN AVE.	\$270.61
15102	28	JC REALTY HOLDING COMPANY, LLC	6 JORDAN AVE	\$379.43
15003	28	JIMENEZ, GLADYS A.	266 FAIRMOUNT AVE.	\$379.43
13502	25	KAPLAN, SANFORD	648 MONTGOMERY ST.	\$379.43
16501	30	KAYIAROS, PETER	699 BERGEN AVE.	\$253.00
15001	3	KHEYMAN, JOHN & BORIS	672 BERGEN AVE.	\$379.43
14904	7	KIM, CHONG MAN	753 BERGEN AVE.	\$377.91
15004	36	KIM, CHONG-MAN	122 STORMS AVE.	\$379.43
14904	4	KIM, HYE JEONG	759 MONTGOMERY ST.	\$379.43
15004	35	KIM, JOHN C. & SEUNG HEE	120 STORMS AVE.	\$400.68
16501	25	KO PROPERTIES L.L.C	709 BERGEN AVE.	\$268.79
16501	27	KOTLER, ARCADY & ELINA	705 BERGEN AVE.	\$271.22
14904	11	KRAUSE, STANLEY	737 BERGEN AVE.	\$319.78
15001	2	LIN, ZHUANGHANG	670 BERGEN AVE.	\$679.79
15004	5	LISBO, RENIE	124-130 STORMS AVE.	\$212.48
15004	5	LISBO, RENIE	124-130 STORMS AVE.	\$212.48
14904	9	LO SCHIAVO, MARIO & FORTUNATA	749 BERGEN AVE.	\$379.43
15004	5	LOPEZ, LUIS E.	124-130 STORMS AVE.	\$212.48
16501	21	MCGINLEY SQUARE GROUP LLC	723 BERGEN AVE.	\$313.71
14904	5	MCGINLEY SQUARE VENTURES, LLC	755 MONTGOMERY ST	\$672.81
14901	21	MICHELMAN BERGEN CENTER, LLC	759-789 BERGEN AVE.	\$6,824.73
15101	2	MONFARED, IRAJ S & S FAROOQI	683 MONTGOMERY ST.	\$561.56
15101	1	MONTGOMERY ST. PROP. LLC	685-689 MONTGOMERY	\$956.77
15002	2	MONTICELLO EQUITY PROPERTIES LLC	690 BERGEN AVE.	\$652.62
15002	19	MONTICELLO EQUITY PROPERTIES LLC	241 FAIRMOUNT AVE.	\$3,381.02
14904	12	NAMKUNG, JIN & JUNE	735 BERGEN AVE.	\$379.43
13502	22	NES REALTY, L.L.C.	642 MONTGOMERY ST.	\$408.57
15101	3	ORCHARD STREET PROPERTIES, L.L.C.	52 ORCHARD ST.	\$1,274.88
15102	4	PATEL ESTATES INC.	675 MONTGOMERY ST.	\$379.58
15102	5	PATEL ESTATES INC.	673 MONTGOMERY ST.	\$759.16
15102	8	PATEL, VRAJESH & BHUMIKA	663 MONTGOMERY ST.	\$388.38
15102	1	PERDOMO, LEIDIS M.	681 MONTGOMERY ST	\$1,335.59
15001	1	RASEM, SAADAH	666 BERGEN AVE.	\$458.50
15102	27	RUSHIN REALTY, LLC	4 JORDAN AVE.	\$379.43
15004	9	S.C.S. REALTY CORP.	746 BERGEN AVE.	\$379.43
15004	10	S.C.S. REALTY CORP.	750 BERGEN AVE.	\$1,541.85
14904	13	SALLOUM, ISSA & SALLOUM, FOUAD	729 BERGEN AVE.	\$871.47
14902	4	SAMSON, GABRIEL R. % THERESA SAMSON	3 TUERS AVE.	\$1,513.17
15004	5	SILKA, CORP.	124-130 STORMS AVE.	\$182.13
15004	5	SMITH, MONIQUE	124-130 STORMS AVE.	\$182.13

14904	8	SO, JOHN K. & KIMBERLY O.	751 BERGEN AVE.	\$380.95
15004	11	SOLIMAN, NAGUIB & DEL LA CRUZ, T.	737 MONTGOMERY ST.	\$303.54
15004	32.01	STORMS, LLC	116 STORMS AVE.	\$1,073.79
15102	3	SUMMIT MANAGEMENT COMPANY, L.L.C.	677 MONTGOMERY ST.	\$379.58
15102	2	SUMMIT MANAGEMENT COMPANY, L.L.C.	679 MONTGOMERY ST.	\$379.58
16502	27	THE USE GROUP, L.L.C.	673 BERGEN AVE.	\$303.54
15002	1	TLS REALTY, INC.	682-686 BERGEN AVE.	\$2,325.45
15003	20	WEST BERGEN HEIGHTS ASSOCIATES, LLC	250-254 FAIRMOUNT AV	\$2,068.65
16502	22	YE, TAO & LI, BIN	685 BERGEN AVE.	\$270.61
16501	29	YEE, MEI TAI	701 BERGEN AVE.	\$253.00
13502	23	YESHA VIDEO, INC.	644 MONTGOMERY ST.	\$379.43
				\$72,336.62

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the McGinley Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on **WEDNESDAY, May 25, 2016 at 6:00 P.M.** at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the McGinley Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on **WEDNESDAY, May 25, 2016 at 6:00 P.M.** at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.330

Agenda No. 10. I

Approved: MAY 25 2016

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2017 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 94-024**, the City of Jersey City established the Journal Square Special Improvement District (JSSID) to be operated by the Journal Square Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Journal Square Special Improvement District has submitted its 2015 fiscal year budget, July 1, 2016 – June 30, 2017 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2017 fiscal year budget, July 1, 2016 – June 30, 2017 of the Journal Square Special Improvement District, attached hereto as Exhibit A, was approved by the Journal Square Special Improvement District at its April 12, 2016 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing publish a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and publish a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2016.

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

SID Budget Application for FY17

Journal Square Special Improvement District

Date Submitted: District Approved 4/12/16B

14 PATH Plaza, Jersey City, NJ 07306

See Below *	Items	SID Assessment	Private	Reserve Fund	Totals
REVENUES					
Private					
A7	Journal Square SID Assessment	\$ 708,000.00			\$ 708,000.00
A7a	JSQ SID Assessment - Expanded Properties	\$ -			\$ -
A7b	COL Adjustment -0%				\$ -
A9	Private Cash/Fees/Sponsorships		\$ 100,000.00		\$ 100,000.00
A8	JSSID Reserve Fund			\$ 22,700.00	\$ 22,700.00
A10	Interest				\$ -
UEZ/Public					
A13	Public-City		\$ -		\$ -
TOTAL REVENUES		\$ 708,000.00	\$ 100,000.00	\$ 22,700.00	\$ 830,700.00
EXPENSES					
Administrative Items					
A18	Rent	\$ -		\$ -	\$ -
A19	Insurance	\$ 3,500.00		\$ -	\$ 3,500.00
A20	Equipment:IT/Copier/Svc	\$ 700.00		\$ -	\$ 700.00
A21	Supplies	\$ 2,300.00		\$ -	\$ 2,300.00
A22	Audit/Filing	\$ 4,500.00		\$ -	\$ 4,500.00
A23	Legal	\$ 1,000.00		\$ -	\$ 1,000.00
A24	Parking & Storage	\$ 2,000.00		\$ -	\$ 2,000.00
A27	Telephone/Internet	\$ 3,000.00		\$ -	\$ 3,000.00
A28	Website Maintenance	\$ 6,000.00		\$ -	\$ 6,000.00
Administrative Items Subtotals		\$ 23,000.00	\$ -	\$ -	\$ 23,000.00
Administration					
A32	Management/Advocacy Fees	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00
A33	Salaries				\$ -
Administration Subtotals		\$ 120,000.00	\$ -	\$ -	\$ 120,000.00
Marketing/Promotions					
A37	Farmers Market/Entertainment		\$ 25,000.00	\$ -	\$ 25,000.00
A37A	Farmers Market/Entertainment Coordinator	\$ 25,000.00		\$ -	\$ 25,000.00
A38	Sidewalk Sales/Retail Promotions	\$ 800.00	\$ 200.00	\$ -	\$ 1,000.00
A39A	Public Relations/Communications		\$ 25,000.00	\$ -	\$ 25,000.00
A42	Marketing/Community Programming & Support		\$ 35,000.00	\$ -	\$ 35,000.00
A43	Banner Program		\$ 7,500.00	\$ -	\$ 7,500.00
A45	Holiday Decorations/Lights	\$ 14,000.00	\$ 1,000.00	\$ -	\$ 15,000.00
A48	Business Development		\$ 5,000.00	\$ -	\$ 5,000.00
Marketing/Promotions Subtotals		\$ 39,800.00	\$ 98,700.00	\$ -	\$ 138,500.00
Operations					
A53	Landscaping/Planters/Plants		\$ 1,300.00	\$ 3,700.00	\$ 5,000.00
A54	Maintenance/Sanitation/Ambassadorial	\$ 510,000.00		\$ -	\$ 510,000.00
A55	Maintenance Supplies	\$ 11,000.00		\$ 4,000.00	\$ 15,000.00
A57	Off-Duty JCPD Officers			\$ 15,000.00	\$ 15,000.00
A58	Webcam Maintenance/Replacement	\$ 4,200.00		\$ -	\$ 4,200.00
Operations Subtotals		\$ 525,200.00	\$ 1,300.00	\$ 22,700.00	\$ 549,200.00
Contingency/Unprogrammed					
A60	Contingency/Unprogrammed/Cost of Living				\$ -
Contingency/Unprogrammed Subtotals		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 708,000.00	\$ 100,000.00	\$ 22,700.00	\$ 830,700.00
REVENUE / EXPENSE SUMMARY					
		SID	Private	Reserve Fund	Total Budget
	Revenues	\$ 708,000.00	\$ 100,000.00	\$ 22,700.00	\$ 830,700.00
	Expenses	\$ 708,000.00	\$ 100,000.00	\$ 22,700.00	\$ 830,700.00
	Excess / Deficiencies	\$ -	\$ -	\$ -	\$ -

Part B:**Footnotes ***

* Each explanation should be footnoted on the left hand column of page 1.

A7	SID Assessment reflects no increase since the 5.3% (\$35,000) increase in 2013
A7a	SID Assessment reflects no adjustment based on the inclusion of the Expansion Properties
A7b	A 0% Cost of Living adjustment
A8	SID - Reserve Fund (approx. \$212,000 at EOY FY16) - FY17 Proposed Budget uses \$22,700 of Reserve Funds
A9	Private - Donations, Contributions, Sponsorships, Fees (e.g. Farmers Market), etc.
A12/A13	No Contributions/Grants/Fees for Service from the City of Jersey City are anticipated
A18	Rent-Office - PANYNJ - Donated - Five Year Commitment Only 12/13 - 12/18
A19	Insurance includes D&O, Public Liability and Office Contents
A20	Equipment includes office, computer and telecommunications equipment maintenance, service and leasing
A21	Office and other supplies/services and postage
A22	Audit includes financial and audit services and tax filings
A23	Legal services to advise the board on by-laws and non-profit law & procedures
A24	Secure parking for service vehicles/staff; secure storage of corporation documents and service equipment
A27	Telephone includes actual costs of telecommunications charges and high-speed internet service
A28	Website Hosting and Maintenance services with regularly scheduled updates
A32	Continues outsourced Administrative Management/Advocacy services to the district
A37	Manage/expand Apr to Dec Farmers Market and implement District entertainment
A37A	Coordinator for Farmers Market and Entertainment
A38	City fee for 8 monthly permits at \$100 per month (May thru Dec) plus marketing and enhancements
A39A	Program of media relations, content and copy development, event coverage, community relations, copy writing and editing services, on-site photography and internet presence promotion.
A42	Provide marketing, maintenance, ambassadorial services and Off-Duty Police coverage for established and new ethnic celebrations and underake support for special community projects (e.g. OBC Public Memorial Garden); support the administrative management associated with the major programming activities resulting from the fundraising campaign
A43	Necessary repairs and maintenance of existing system
A45	Planned Holiday Lighting Program - \$14,000 per 3-year agreement (thru 2016) plus decorations throughout district
A48	Initiation of marketing program to highlight first-floor/street-level properties for sale or rent and promote existing and new business development
A53	Landscaping, Planting and Planter Program in and around Fountain/Kiosk area
A54	Continues outsourced services to the district through a "bundled services" plan that provides maintenance, sanitation and "ambassadorial" services identified as priorities by the District leadership focused on safety, cleanliness and eradication of quality of life concerns
A55	Supplies supporting the Maintenance efforts including imprinted trash bags, ice melt products, etc.
A57	Continuation of existing program putting off-duty police on patrol in the district.
A58	Webcam Maintenance and new/replacement webcams
A60	Contingencies representing unforeseen expenses / unprogrammed activities / Cost of Living (2% Assessment)



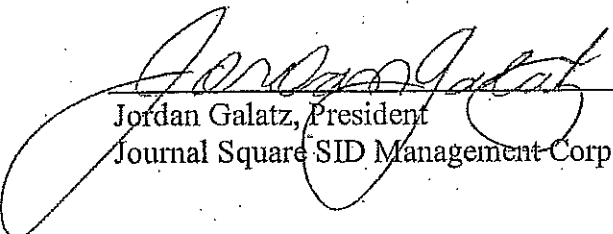
**RESOLUTION RECOMMENDING THE 2017 FISCAL YEAR BUDGET
OF THE JOURNAL SQUARE SPECIAL
IMPROVEMENT DISTRICT MANAGEMENT CORPORATION
(JOURNAL SQUARE RESTORATION CORPORATION)**

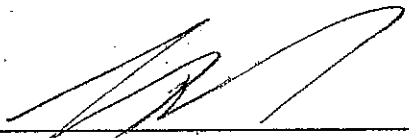
WHEREAS, pursuant to Article II, Section 12 of the By-Laws of the Journal Square Special Improvement District Management Corporation (Journal Square Restoration Corporation) and Ordinance 94-105 of the City of Jersey City (amending in its entirety Jersey City Ordinance #94-024); and

WHEREAS, under NJSA 40:56-80, the District Management Corporation must submit an annual budget for approval by the Municipal Council; such budget must include an estimate of the annual costs of operating the district;

NOW, THEREFORE BE IT RESOLVED THAT

1. The Journal Square Improvement District Management Corporation (Journal Square Restoration Corporation) held its 2016 Annual Meeting on Tuesday, April 12, 2016 at the Hudson County Community College, 70 Sip Avenue, Jersey City, NJ in accordance with its By-Laws;
2. A quorum was in attendance in accordance with Article 1, Section 6 of the By-Laws of the Journal Square Special Improvement District Management Corporation (Journal Square Restoration Corporation);
3. The 2017 Fiscal Year Budget, covering the twelve-month period July 1, 2016 through June 30, 2017, in the amount of \$830,700.00 was moved and seconded, and recommended by the general membership for submission to the City Council of the City of Jersey City for adoption.


Jordan Galatz, President
Journal Square SID Management Corp.


Scott Harwood, Treasurer
Journal Square SID Management Corp.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.331

Agenda No. 10.J

Approved: MAY 25 2016



TITLE:

RECOGNIZING GARTHELIA ANN TEAGUE OF THE LOVE, HOPE AND CHARITY CLUB INC.

Council as a whole offered and moved adoption of the following resolution:

WHEREAS, Garthelia Ann Teague a native of Gretna Virginia, the daughter of the late Whyatt and Huldia Robertson, a sister of four brothers and four sisters; and

WHEREAS, she married Eugene Bob Teague on December of 1954, mother of two sons Mark and Tracy Teague and proud grandmother to Jazmin, Little Mark, Ashley and one great grandson; and

WHEREAS, completing her education in Virginia, Garthelia left Virginia in spring of 1952 with her sister to reside in Jersey City, New Jersey. Garthelia was employed with Emerson where she assisted in electronic wiring. Garthelia continued her career at Bendix for 20 years until retirement; and

WHEREAS, Garthelia is one of the founders of the LOVE, Hope and Charity Club Inc. remaining the only surviving founding member; and

WHEREAS, forty five years ago on February 7, 1971, the first meeting was held at the NAACP Hall on the corner of Jackson Avenue and Forrest Street. The club emerged out of another Jersey City Club known as the Friendly Big Sisters Club; and

WHEREAS, the objective of the club is to better serve the community. Helping the needs of others by bringing happiness and sunshine to the hearts of children, show the needy we care and to show Love for one another. The Club's Motto is: "Let's Have Compassion". Each year she makes book mark for the club as a gift to all who attended the Luncheon, at no cost to the club"; and

WHEREAS, known for being devoted, trustworthy and helping others, especially children. She is dedicated to giving her time, talent, monetary support to her club, organizations and all with a sense of humor. One of her quotes is, "If you are supposed to be at a place a given time, you can't leave home the time you are supposed to be there."

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of Jersey City, does hereby recognize Garthelia Ann Teague of the LOVE, Hope and Charity Club Inc. in Jersey City and all those who served and supported the devoted organization in the years of service.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-332

Agenda No. 10.K

Approved: MAY 25 2016

TITLE:



RESOLUTION HONORING DOROTHY WOJCIK ON THE OCCASION OF HER RETIREMENT

WHEREAS, Dorothy Wojcik was born and raised in Jersey City. Dorothy is the oldest of three children, born to William and Dorothy Bromirski. Dorothy's great, great grandfather established the Bromirski Funeral Home in 1896 on Warren Street where it remains today. She attended Our Lady of Czestochowa Grammar School and St. Anthony High School; and

WHEREAS, Dorothy started her career in Civil Service with the City of Jersey City in 1978 as a Supervisor for the Summer Lunch Program. In the summer of 1979, Dorothy became a site supervisor at Lincoln Park, managing the daily operations of nutrition for over 250 children daily. In 1979, Dorothy graduated from Montclair State College after having completed a 6 month internship with the, then named, Jersey City Department of Health & Human Resources (now the Department of Health & Human Services). Following graduation, she was hired full time in the Preventive Medicine Clinic as an STD Field Investigator; and

WHEREAS, in 1994, was appointed as the first non-Federal or State Program Administrator of The Preventive Medicine Clinic for the City of Jersey City. During her tenure in this role, Dorothy managed over 144,000 individuals diagnosed with or exposed to STDs in our City. She has worked for 11 mayors with the Clinic moving to 8 different locations; and

WHEREAS, in 2013, Dorothy was appointed Administrator of Health Education for the Department of Health & Human Services. In 2015, Dorothy became the Administrator of Clinical Services which includes the oversight of the Preventive Medicine Clinic, Immunization, Child Health Clinic and the Lead Poisoning and Prevention Program; and

WHEREAS, in addition to her career in the JC Department of Health and Human Services, Dorothy has consistently maintained part time jobs to entertain herself and others. Her part time roles have included work with the Pampered Chef providing At-Home Gourmet Cooking Classes, St. Anthony High School Cheerleading Coach, Bartending, Managing Al Newman's Hamburger Joint on Rt. 440, and Instructor for an after school student cooking class at St. Paul to name a few. Currently, she works part time at the Liberty Science Center as an Interpretive Associate. In that role, Dorothy enjoys playing theatrical roles like 'Mad Scientist' and brings a rich and engaging knowledge of Jersey City history to LSC visitors. She will continue to education visitors on "hand washing" and "skyscrapers in Jersey City".

WHEREAS, Dorothy is the mother of two children, a son Jonathan and a daughter Nicole. She is also a grandmother to two grandchildren, Octavius Jude, born of son Jonathan and daughter-in-law Angelisa Cruz and little Avery Sofia, a new addition to the family, born of Nicole Wojcik and Addison Muniz.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.333

Agenda No. 10.1

Approved: MAY 25 2016

TITLE:



Resolution Honoring Recipients On the Occasion of the 6th Annual Dinner of the Morris Canal Community Development Corporation

Council as a whole offered and moved adoption of the following resolution:

WHEREAS, the Morris Canal Community Development Corporation, one of the most proactive community organizations in the City, is holding its 6th Annual Dinner and Silent Auction Gala Fundraiser on April 28, 2016; and

WHEREAS, the mission of the Morris Canal Community Development Corporation is to involve everyone in their community stressing the need to create quality affordable housing, commercial economic development and rent-to-own housing opportunities; and

WHEREAS, every year the Morris Canal Community Development Corporation honors deserving recipients who have supported and improved the community through acts of benevolence and leadership; this year the following are being so honored:

Dr. Lena Edwards, Posthumously
Oscar Velez
Jasmika Wilson
Sister Maeve McDermott
Sister Mary Lou Hayden
Kool & The Gang
Rosalyn Browne
Jerry Walker

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby join the Morris Canal Community Development Corporation in honoring the recipients for their dedicated services to the City of Jersey City.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.334

Agenda No. 10.M

Approved: MAY 25 2016



TITLE: **RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT OF SAMEH GERGES V. CITY OF JERSEY CITY, ET AL.**

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Samah Gerges ("plaintiff") filed a lawsuit in the United States District Court bearing Docket No. 11-cv-06910; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$25,000.00 because of the litigation risk involved; and

WHEREAS, the plaintiff has agreed to this settlement and will sign all required releases and will dismiss the lawsuit with prejudice; and

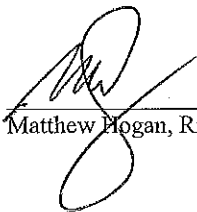
WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission account.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$25,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$25,000.00 payable to plaintiffs and their attorney.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.

SDC/cw
04/21/16


Matthew Hogan, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED:  _____

Business Administrator

 _____

Corporation Counsel

Certification Required

Not Required

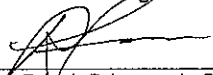
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF SAMEH GERGES V. CITY OF JERSEY CITY, ET AL.

Initiator

Department/Division	Law Department	Law Department
Name/Title	Stevie D. Chambers	Assistant Corporation Counsel
Phone/email	(201) 547-4908	SChambers@jcnj.org

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To settle the above-referenced lawsuit involving allegations that police officers violated the plaintiff's constitutional rights protected by the Fourth Amendment.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.335

Agenda No. 10.N

Approved: MAY 25 2016



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, MONTGOMERY STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, JUNE 5, 2016 AT THE REQUEST OF BIKE JC FOR THE PURPOSE OF THE BIKE JC WARD TOUR

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Bike JC Ward Tour to close Montgomery Street from Marin Boulevard to Grove Street beginning 8:00 a.m. and ending 8:00 p.m. Sunday, June 5, 2015 for the purpose of the Bike JC Ward Tour; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

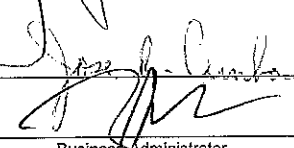
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

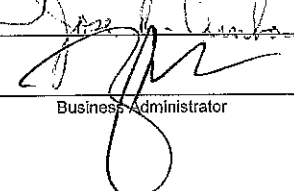
WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Montgomery Street from Marin Boulevard to Grove Street beginning 8:00 a.m. and ending 8:00 p.m. Sunday, June 5, 2016.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

JDS:pcl
(05.09.16)

Certification Required

Not Required

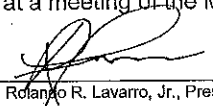
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, MONTGOMERY STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, JUNE 5, 2016 AT THE REQUEST OF BIKE JC FOR THE PURPOSE OF THE BIKE JC WARD TOUR

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Chris Englese on behalf of Bike JC Ward Tour, 317 Ninth Street, JCNJ 07302 201.547.6921	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

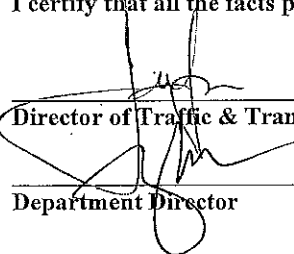
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, MONTGOMERY STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, JUNE 5, 2016 FOR THE PURPOSE OF THE BIKE JC WARD TOUR

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

5/10/16

Date
5/18/16

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Montgomery St from Marin Blvd to Grove St

PURPOSE OF EVENT: Bike JC Ward Tour

BEGINS: 8AM ENDS: 8PM Sunday, June 5, 2016

APPLICANT: Chris Englese

ORGANIZATION: Bike JC

ADDRESS: 317 Ninth St, Jersey City NJ 07302

PHONE #: 201.547.6921

BEING WAIVED: Nonresident, start time



EVENT SIGNATURE PAGE - PARADE / PROCESSION / WALKS

Event Name: BIKE JC

Event Date: 6.5.16

JERSEY CITY DIVISION OF RISK MANAGEMENT Approved Denied Modified Not Applicable

Comments: COI IS OK

Signature of Risk Manager: [Signature] Date: 4/8/16

JERSEY CITY DEPARTMENT OF TRAFFIC & ENGINEERING Approved Denied Modified Not Applicable

Comments: PENDING COUNCIL APPROVAL

Signature of Traffic Engineer: [Signature] Date: 5.9.16

JERSEY CITY POLICE DEPT | DISTRICT COMMANDER - NORTH Approved Denied Modified Not Applicable

Comments: _____

Signature of Commander: [Signature] Date: 4/19/16

JERSEY CITY POLICE DEPT | DISTRICT COMMANDER - SOUTH Approved Denied Modified Not Applicable

Comments: _____

Signature of Commander: [Signature] Date: 5/2/16

JERSEY CITY POLICE DEPT | DISTRICT COMMANDER - EAST Approved Denied Modified Not Applicable

Comments: ALCOHOL SALES & CONTACT GET DUTY COORDINATOR

Signature of Commander: [Signature] Date: 4/28/16

JERSEY CITY POLICE DEPT | DISTRICT COMMANDER - WEST Approved Denied Modified Not Applicable

Comments: _____

Signature of Commander: [Signature] Date: 4/15/16

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF Approved Denied Modified Not Applicable

Comments: _____

Signature of Police Chief: [Signature] Date: 5/3/16

JERSEY CITY POLICE DEPARTMENT | POLICE DIRECTOR Approved Denied Modified Not Applicable

Comments: _____

Signature of Director: [Signature] Date: 5/4/2016

ENTIRE SHEET
URBAN RENEWAL SITE



27

GROVE

28

ST.

ST.

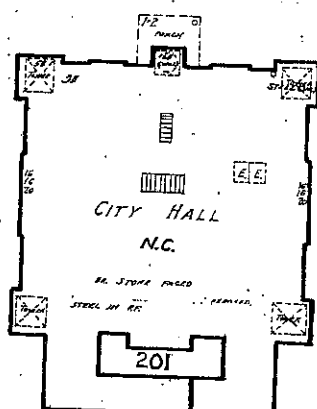
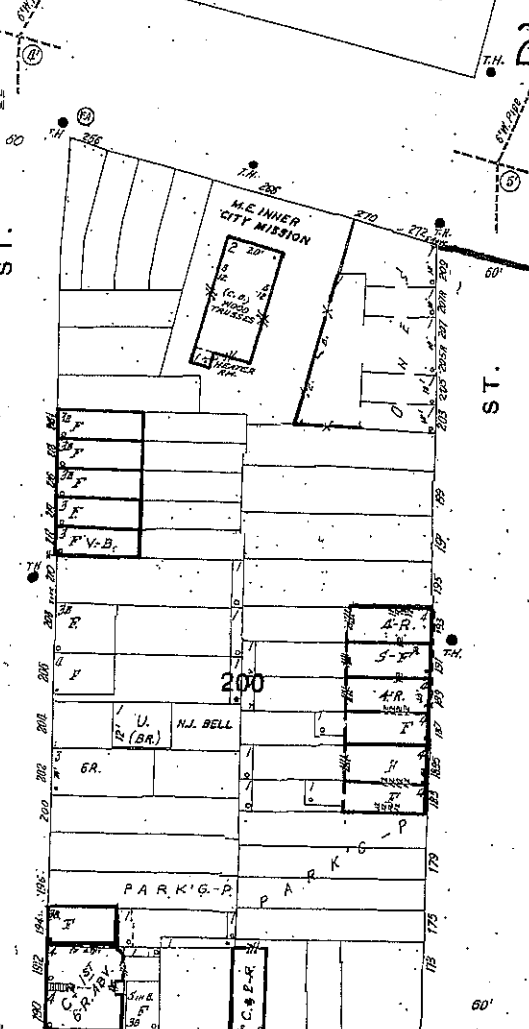
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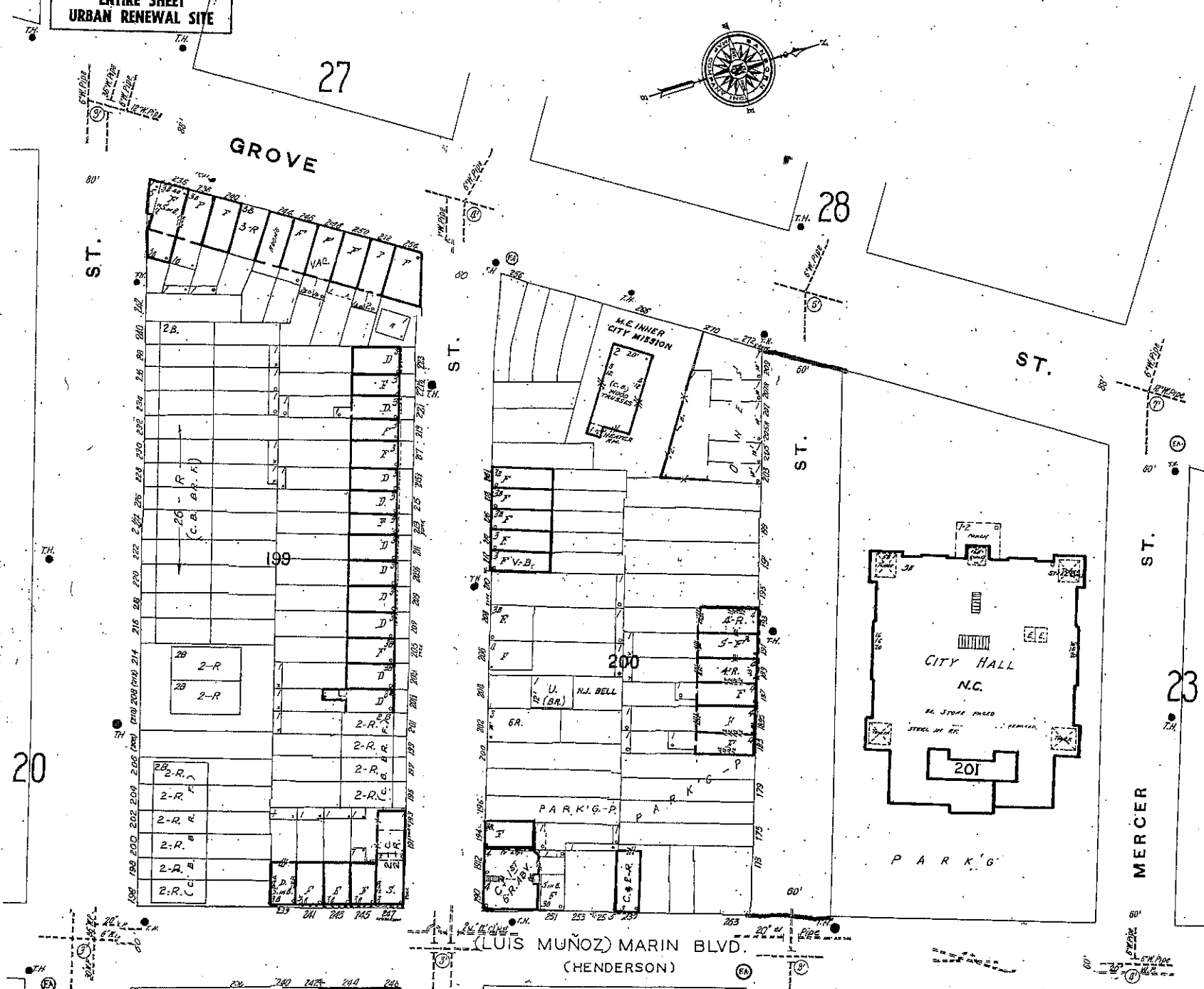
23

20



(LUIS MUÑOZ) MARIN BLVD.
(HENDERSON)

100'



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.336

Agenda No. 10.0

Approved: MAY 25 2016



TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 1:00 P.M. AND ENDING 9:00 P.M., FRIDAY, JUNE 10, JULY 8, AUGUST 12, SEPTEMBER 9, AND OCTOBER 14, 2016 AT THE REQUEST OF THE JC FAMILIES FOR THE PURPOSE OF FEMINISTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from JC Families to close Exchange Place beginning 1:00 p.m. and ending 9:00 p.m. on Friday, June 10, July 8, August 12, September 9 and October 14, 2016 for the purpose of Feministival; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296-73(D) and Chapter 122, Section 122-8(A) as the application for the street closing has been filed by a nonresident and it is being held on a weekday; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-73 and Chapter 122, Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 1:00 p.m. and ending 9:00 p.m. on Friday, June 10, July 8, August 12, September 9 and October 14, 2016.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

JDS:pcl
(05.13.16)

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 1:00 P.M. AND ENDING 9:00 P.M., FRIDAY, JUNE 10, JULY 8, AUGUST 12, SEPTEMBER 9, AND OCTOBER 14, 2016 AT THE REQUEST OF THE JC FAMILIES FOR THE PURPOSE OF FEMINISTIVAL

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Mamta Singh on behalf of JC Families, 121 Newark Avenue, Jersey City, New Jersey 07302 551.208.7760	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

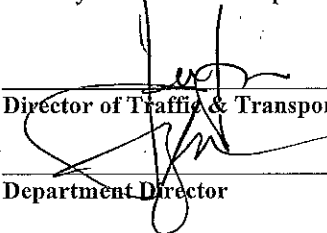
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 1:00 P.M. AND ENDING 9:00 P.M., FRIDAY, JUNE 10, JULY 8, AUGUST 12, SEPTEMBER 9, AND OCTOBER 14, 2016 FOR THE PURPOSE OF FEMINISTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

5/13/16

Date
5/16/16

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: Feministival

**BEGINS: 1PM ENDS: 9PM Friday,
June 10, July 8, August 12, September 9, October 14, 2016**

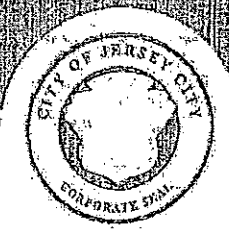
APPLICANT: Mamta Singh

ORGANIZATION: JC Families

ADDRESS: 121 Newark Ave, Jersey City NJ 07302

PHONE #: 551.208.7760

BEING WAIVED: Day of week, nonresident



Event Name: FEMINISTIVAL
@ EX PL

Event Date: 1P-9P
6.10, 7.8, 8.12, 9.9, 10.14

JERSEY CITY DEPARTMENT OF PUBLIC WORKS DIRECTOR'S OFFICE Approved Denied Not Applicable

Reason for Denial / Modification: N/A

Signature of Department Director: _____ Date: 1 / 1

DEPARTMENT OF PUBLIC WORKS Division of Traffic & Streets Approved Denied Not Applicable

Are public streets to be closed: No Yes If Yes please list the street(s) & location: EX PL

Comment(s): PENDING COUNCIL APPROVAL

Signature of Traffic Engineer: [Signature] Date: 5 / 12 / 16

TOTAL FEE \$ _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS | DIRECTOR'S OFFICE: Approved Denied/ Modified

Reason for Denial / Modification: _____

Signature of Department Director: N/A Date: 1 / 1

TOTAL FEE \$ _____

JERSEY CITY FIRE DEPARTMENT Approved Denied Not Applicable

Comment(s): @ PER Flame Resp. Ty / 1 inspection on site

Signature of IC Fire Official: [Signature] Date: 3 / 12 / 16

TOTAL FEE \$ _____

JERSEY CITY HEALTH DEPARTMENT Approved Denied Not Applicable

Comment(s): As of 12/18/16

Signature of Health Officer: [Signature] Date: 3 / 12 / 16

TOTAL FEE \$ _____

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER Approved Denied

Comment(s): NO STREET CLOSURE OR ACCORD

Signature of JCPD District Commander: [Signature] Date: 5 / 16 / 16

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF Approved Denied

Comment(s): _____

Signature of IC Police Chief: [Signature] Date: 3 / 12 / 16

JERSEY CITY POLICE DEPARTMENT | DIRECTOR'S OFFICE Approved Denied

Comment(s): _____

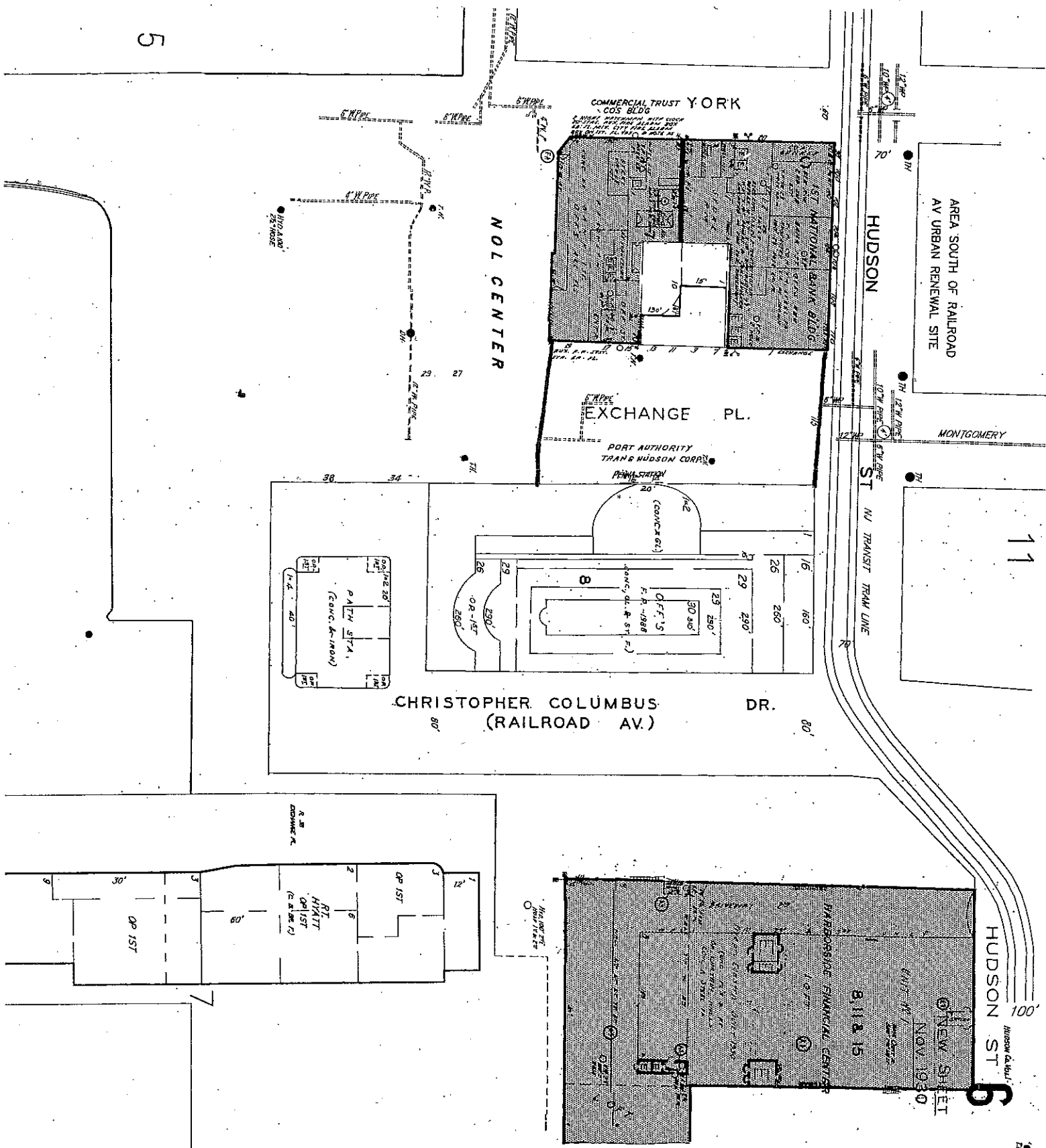
Signature of IC Police Director: [Signature] Date: 03 / 22 / 2016

JERSEY CITY DIVISION OF PARK MAINTENANCE Approved Denied Modified

Comment(s): N/A

Signature of Division Director: _____ Date: 1 / 1

5



11

HUDSON ST

NEW SHEET

NOV 1930

8.11.15

HANDMADE FINANCIAL CENTER

1975

HUDSON ST

6

PK

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.337

Agenda No. 10.P

Approved: MAY 25 2016

TITLE:



RESOLUTION AMENDING RESOLUTION 16-136 AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 206 YORK STREET, A/K/A BLOCK 14102, LOT 14

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 1, 1998, Christine Franklin (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$2,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, by the adoption of Resolution 16-136 on March, 2016, the Municipal Council authorized a discharge of the above mortgage affecting this property; and

WHEREAS, the amount listed on Resolution 16-136 was incorrectly listed as \$2,300; and

WHEREAS, it is now necessary to correct Resolution 16-136 to reflect the correct mortgage amount of \$2,000, so that the correct mortgage can be recorded with the County Register.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to amend Resolution 16-136 to and execute a Discharge of Mortgage in the sum of \$2,000.00 affecting 206 York Street, Jersey City, also known as Block 14102, Lot 14.

JLB/he
5/16/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk


RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 206 York Street, Jersey City, NJ 07302

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Kimberly El-Sadek <i>Initialed</i> 	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

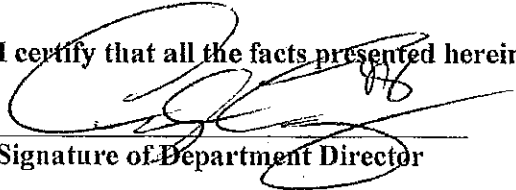
Discharge of HORP/SHRP Mortgage affecting real property located at:
Property Address: 206 York Street, Jersey City, NJ 07302
Block: 14102 f/k/a 200 Lot: 14 f/k/a G.1
HORP/SHRP Mortgage Amount: \$ 2,000.00
Execution Date of HORP/SHRP Mortgage: 10/1/1998
Recording Date of HORP/SHRP Mortgage: 11/6/1998 Book: 6780 Page: 011

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: 10/1/2003
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/9/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.338

Agenda No. 10-Q

Approved: MAY 25 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED SPONSOR MEETS OR WILL MEET AN EXISTING HOUSING NEED FOR A HOUSING PROJECT, KNOWN AS, OCEAN BAYVIEW I AND OCEAN BAYVIEW II A.K.A BLOCK 24001 LOT 38

WHEREAS, New Community Corporation (hereinafter referred to as the "Sponsor") proposes to acquire and rehabilitate a 33-unit housing project (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lot 38 in Block 24001 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as Ocean Bayview I and Ocean Bayview II; and

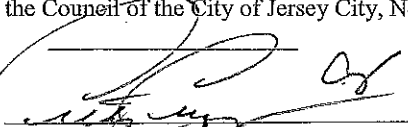
WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the 33-unit affordable housing Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

THIS RESOLUTION IS ADOPTED AS OF THIS 25th DAY OF MAY, 2016 by the Council of the City of Jersey City, New Jersey.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

_____ Corporation Counsel

Certification Required

Not Required

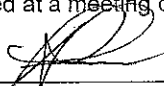
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		


✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED SPONSOR MEETS OR WILL MEET AN EXISTING HOUSING NEED FOR A HOUSING PROJECT, KNOWN AS, OCEAN BAYVIEW I AND OCEAN BAYVIEW II A.K.A BLOCK 24001 LOT 38

Initiator

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

New Community Corporation (hereinafter referred to as the "Sponsor") proposes to acquire and rehabilitate a 33-unit housing project.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/17/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.339

Agenda No. 10.R

Approved: MAY 25 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH HOUSING AUTHORITY AGENCY FOR 561 MONTGOMERY STREET

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non- profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, the proposed development will effectively address the profound need for decent, safe, affordable housing in Jersey City by replacing the lost units the demolition of on-site buildings 3,5,and 6, and introducing new mixed-income units. Of the 126 units, (26) 3 bedroom at 30%-50% AMI, (71) 2 bedroom at 30%-50% AMI, (22) 1 bedroom at 30% AMI, (2) 4 bedroom at 30% AMI, 5 units will be market rate; and

WHEREAS, Montgomery Gardens Family Phase I project is located in Ward F at 561 Montgomery Street on Block 13602, Lot 1.01; and

WHEREAS, the total cost for the 561 Montgomery Street project is \$50,264,135 Financing sources are as follows: Developer Equity \$2,773,773, Mortgage \$8,484,221, LIHTC \$18,686,141, CDBG- FRM \$13,920,000, JCHA Capital Funds \$2,500,000, CitiBank Subordinate Loan \$1,900,000, Affordable Housing Trust Fund \$2,000,000; and

WHEREAS, on March 25, 2014 the Mayor's Office adopted Executive Order 2014-002, which created an Affordable Housing Trust Fund Review Committee; and

WHEREAS, after reviewing the application for the subject property and meeting with the developers the Affordable Housing Trust Fund Review Committee has recommended that this request for funding be approved; and


NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:


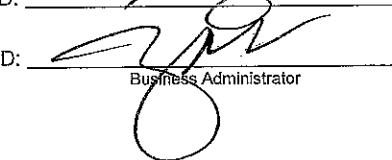
TITLE:

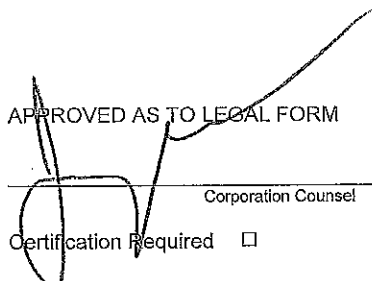
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH HOUSING AUTHORITY FOR 561 MONTGOMERY STREET

- 1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with Jersey City Redevelopment Agency for the creation of one hundred twenty six (126) units, which one hundred and twenty one (121) units will be affordable of rental housing.
- 2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months of the date of adoption of the herein Resolution. No funds shall be allocated or released pending demonstration of compliance. Failure to comply will result in the funds award terminating and the Resolution will be rescinded, unless the six month deadline for proof of the funds is extended for good cause at the sole discretion of the City.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary in substantially the form attached to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$2,000,000 are available in Account No. 17-293-56-000-025, P.O. No. 121121


 Donna L. Mauer
 Chief Financial Officer

APPROVED: 
 APPROVED: 
 Business Administrator

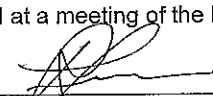
APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required
APPROVED 6-2

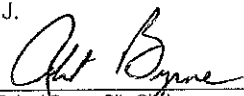
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH HOUSING AUTHORITY FOR 561 MONTGOMERY STREET

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with Housing Authority to create (22) units, 1 bedroom at 30% AMI, (71) units, 2 bedroom at 30%-50% AMI, (26) units, 3 bedroom at 30%-50% AMI and (2) units, 4 bedroom at 30% AMI for rent.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund: \$2,000,000

Contract term (include all proposed renewals)

One (1) Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/17/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.340

Agenda No. 10.S

Approved: MAY 25 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH TERZETTO NJ LLC FOR 524-530 OCEAN AVENUE

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non- profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, the project will transform a currently vacant lot into a new four (4) story, twenty (20) unit mixed- income multi-family rental building. To create (4) studios at 30%-65% AMI, (3) 1 bedroom at 65% AMI, (2) 2 bedroom at 65% for Veteran's housing. The facility will have supportive housing for veterans and to those in need. The building will be anchored by ground floor commercial space that will be offered at a subsidized free rent to the participating non- profit social service agencies that will provide ongoing case management and supportive services to the veteran residents.

WHEREAS, Veteran's Housing project is located in Ward F at 524 Ocean Avenue on Block 24101, Lot 79 and 530 Ocean Avenue on Block 24101, Lot 1; and

WHEREAS, the total cost for the 524-530 Ocean Avenue project is \$4,003,756. Financing sources are as follows: Mortgage \$952,632, Jersey City HOME \$511,124, Hudson County HOME \$800,000, Deferred Developer Fee \$240,000, Affordable Housing Trust Fund \$1,500,000 and

WHEREAS, on March 25, 2014 the Mayor's Office adopted Executive Order 2014-002, which created an Affordable Housing Trust Fund Review Committee; and

WHEREAS, after reviewing the application for the subject property and meeting with the developers the Affordable Housing Trust Fund Review Committee has recommended that this request for funding be approved; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:


City Clerk File No. Res. 16.340
Agenda No. 10.5 MAY 25 2016

TITLE:

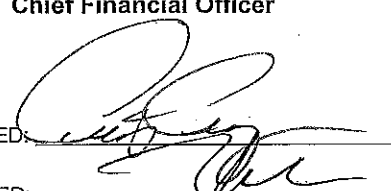
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT
WITH TERZETTO NJ LLC FOR 524-530 OCEAN AVENUE**

- 1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with Terzetto NJ LLC for the creation of twenty (20) units and nine (9) will be affordable rental housing.
- 2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months of the date of adoption of the herein Resolution. No funds shall be allocated or released pending demonstration of compliance. Failure to comply will result in the funds award terminating and the Resolution will be rescinded, unless the six month deadline for proof of the funds is extended for good cause at the sole discretion of the City.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary in substantially the form attached to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$1,500,000 are available in Account No. 17-293-56-000-025, P.O. No. 121125



Donna L. Mauer
Chief Financial Officer

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

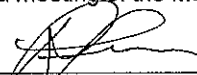
Corporation Counsel
Certification Required
Not Required
APPROVED 6-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

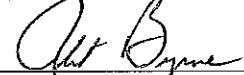
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando B. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH TERZETTO NJ LLC FOR 524-530 OCEAN AVENUE

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with Terzetto NJ LLC to create (4) studios at 30%-65% AMI, (3) 1 bedroom at 65% AMI, (2) 2 bedroom at 65% for Veteran's housing.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund: \$1,500,000

Contract term (include all proposed renewals)

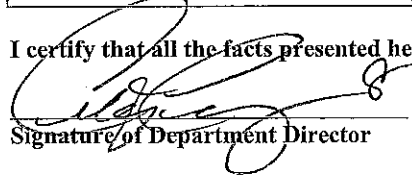
One (1) Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/17/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.341

Agenda No. 10.T

Approved: MAY 25 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH JERSEY CITY REDEVELOPMENT AGENCY FOR 665 OCEAN AVENUE

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non- profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, the project will provide much need housing for a segment of chronically homeless Veteran population found there were some 45 homeless Veterans on the streets or in shelters- this project will seek to drastically reduce that number and to create an environment where homeless veterans can get on their feet and return to the workforce as productive and proud individuals. Jersey City Redevelopment Agency will produce an (8) units for Veterans up to 80% AMI with 2 commercial spaces; and

WHEREAS, Operation Haven project is located in Ward F at 665 Ocean Avenue on Block 22602, Lot 6; and

WHEREAS, the total cost for the 665 Ocean Avenue project is \$2,010,526 Financing sources are as follows: Jersey City CDBG \$650,000, Donated Material & Labor \$100,000 Affordable Housing Trust Fund \$1,925,000; and

WHEREAS, on March 25, 2014 the Mayor's Office adopted Executive Order 2014-002, which created an Affordable Housing Trust Fund Review Committee; and

WHEREAS, after reviewing the application for the subject property and meeting with the developers the Affordable Housing Trust Fund Review Committee has recommended that this request for funding be approved; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

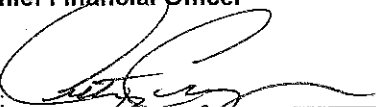
TITLE:

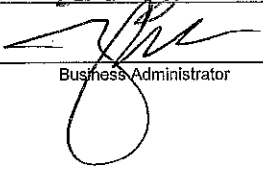
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT
WITH JERSEY CITY REDEVELOPMENT AGENCY FOR 665 OCEAN AVENUE**

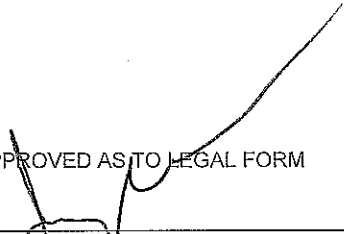
- 1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with Jersey City Redevelopment Agency for the creation of eight (8) of rental housing.
- 2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months of the date of adoption of the herein Resolution. No funds shall be allocated or released pending demonstration of compliance. Failure to comply will result in the funds award terminating and the Resolution will be rescinded, unless the six month deadline for proof of the funds is extended for good cause at the sole discretion of the City.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary in substantially the form attached to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$1,925,000 are available in Account No. 17-293-56-000-025, P.O. No. 121122


Donna L. Mauer
Chief Financial Officer

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

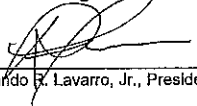
APPROVED 8-0

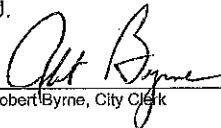
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando X. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH JERSEY CITY REDEVELOPMENT AGENCY FOR 665 OCEAN AVENUE

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with Jersey City Redevelopment Agency to create (8) 1 bedroom at 30%-80% AMI to provide much needed housing for the homeless community.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund: \$1,925,000

Contract term (include all proposed renewals)

One (1) Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/17/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16.342

Agenda No. _____ 10.U

Approved: _____ MAY 25 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH GARDEN STATE EPISCOPAL CDC FOR 118-134 SUMMIT AVENUE

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non- profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, Garden State Episcopal CDC for the development of 47 condos with 14 condos affordable up to 80% AMI (9) 2 bedroom and (5) 3 bedroom. The project is close to all necessary neighborhood amenities including shopping, recreation and education. The project offers competitive pricing in desired neighborhood with great charm. To create fourteen affordable units for sale; and

WHEREAS, Hill Top View project is located in Ward F at 118-134 Summit Avenue on Block 15305, Lot 11; and

WHEREAS, the total cost for the 118-134 Summit Avenue project is \$14,723,857 Financing sources are as follows: JP Morgan Chase Grant \$190,000, CHOICE/BCU \$624,857, Jersey City HOME \$1,000,000, Sales Proceeds \$12,509,000 Affordable Housing Trust Fund \$400,000; and

WHEREAS, on March 25, 2014 the Mayor's Office adopted Executive Order 2014-002, which created an Affordable Housing Trust Fund Review Committee; and

WHEREAS, after reviewing the application for the subject property and meeting with the developers the Affordable Housing Trust Fund Review Committee has recommended that this request for funding be approved; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

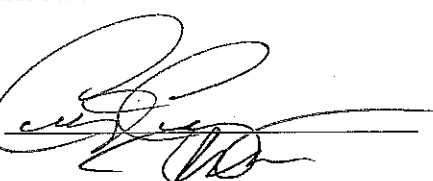
TITLE:

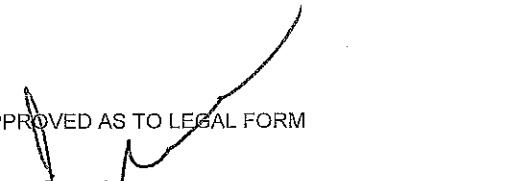
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH GARDEN STATE EPISCOPAL CDC FOR 118-134 SUMMIT AVENUE

- 1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with Garden State Episcopal CDC for the creation of forty seven (47) units, fourteen (14) will be Affordable units for sale condominiums.
- 2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months of the date of adoption of the herein Resolution. No funds shall be allocated or released pending demonstration of compliance. Failure to comply will result in the funds award terminating and the Resolution will be rescinded, unless the six month deadline for proof of the funds is extended for good cause at the sole discretion of the City.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary in substantially the form attached to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$400,000 are available in Account No. 17-293-56-000-025, P.O. No. 121120


 Donna L. Mauer
 Chief Financial Officer

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM 
 Corporation Counsel

Certification Required
 Not Required

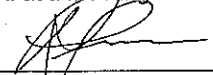
APPROVED 6-2


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH GARDEN STATE EPISCOPAL CDC FOR 118-134 SUMMIT AVENUE

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with Garden State Episcopal CDC to create (9) 2 bedroom at 80%, (5) 3 bedroom at 80% to create condominiums for sale.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund: \$400,000

Contract term (include all proposed renewals)

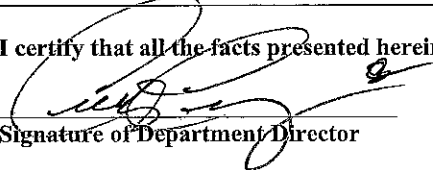
One (1) Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/17/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.343

Agenda No. 10.v

Approved: MAY 25 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH COMMUNITY LOAN FUND OF NJ FOR 301-305 WHITON STREET

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non- profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, The Saint Lofts is a rehabilitation of the former All Saint Catholic School facility that has been converted into twenty-five new, 1 and 2 bedroom condominium units. At 301-305 Whiton Street in the Lafayette neighborhood, The Saint Lofts offers homeownership through 21 market rate condominium units and four (4) of which will be affordable up to 80% AMI; and

WHEREAS, Saint Lofts project is located in Ward F at 301-305 Whiton Street on Block 20005, Lot 3; and

WHEREAS, the total cost for the 301-305 Whiton Street project is \$972,237. Financing sources are as follows: Affordable unit sale proceeds \$518,000, Subsidy from market rate units \$ 292,237; Affordable Housing Trust Fund \$162,000; and

WHEREAS, on March 25, 2014 the Mayor's Office adopted Executive Order 2014-002, which created an Affordable Housing Trust Fund Review Committee; and

WHEREAS, after reviewing the application for the subject property and meeting with the developers the Affordable Housing Trust Fund Review Committee has recommended that this request for funding be approved; and

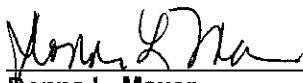
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

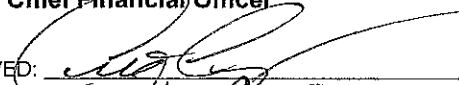
TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH COMMUNITY LOAN FUND OF NJ FOR 301-305 WHITON STREET

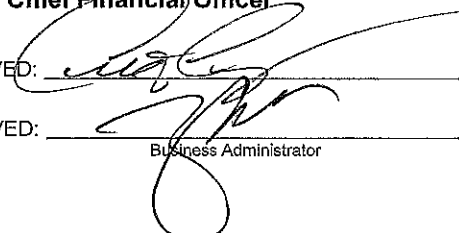
- 1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with Community Loan Fund of NJ for the creation of twenty five (25) units, four (4) will be affordable units of rental housing.
- 2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months of the date of adoption of the herein Resolution. No funds shall be allocated or released pending demonstration of compliance. Failure to comply will result in the funds award terminating and the Resolution will be rescinded, unless the six month deadline for proof of the funds is extended for good cause at the sole discretion of the City.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary in substantially the form attached to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$162,000 are available in Account No. 17-293-56-000-025, P.O. No. 121123


 Donna L. Mauer
 Chief Financial Officer

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED: 
Business Administrator

Corporation Counsel

Certification Required

Not Required

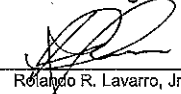
APPROVED 6-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH COMMUNITY LOAN FUND OF NJ FOR 301-305 WHITON STREET

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with Community Loan Funds to create (4) 1 bedroom at 80% AMI for sale.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund: \$162,000

Contract term (include all proposed renewals)

One (1) Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/17/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.344

Agenda No. 10.W

Approved: MAY 25 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH THE MICHAELS DEVELOPMENT COMPANY I, LP FOR 296 WOODWARD STREET

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non- profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, Glenview Townhomes Phase II is the final phase of the Lafayette Gardens HOPE VI revitalization Jersey City's oldest and largest public housing. Creating (15) 1 bedroom at 30% AMI, (25) 2 bedroom at 30%-50% AMI, (14) 3 bedroom at 30%-50% AMI, (2) 4 bedroom at 30% AMI in effort which completely transformed Jersey City's oldest and largest public housing development into a vibrant, mixed-income community featuring innovative green building. De-concentrating poverty by creating mixed-income communities and reducing the density of subsidized units that target extremely low- income families, creating a range of housing options for neighborhood families of all income levels and preserving pre-existing public housing; and

WHEREAS, Glenview Townhomes Phase II project is located in Ward F at 296 Woodward Street on Block 15601, Lot 1; and

WHEREAS, the total cost for the 296 Woodward Street project is \$20,075,539 Financing sources are as follows : Developer Equity \$825,360, Mortgage \$2,992,988, LIHTC \$9,458,898, CDBG-FRM \$4,757,197, HOPE VI Funding \$1,541,099; Affordable Housing Trust Fund \$250,000; and

WHEREAS, on March 25, 2014 the Mayor's Office adopted Executive Order 2014-002, which created an Affordable Housing Trust Fund Review Committee; and

WHEREAS, after reviewing the application for the subject property and meeting with the developers the Affordable Housing Trust Fund Review Committee has recommended that this request for funding be approved; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:


City Clerk File No. Res. 16.344
Agenda No. 10.W MAY 25 2016



TITLE:


**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT
WITH THE MICHAELS DEVELOPMENT COMPANY I, LP FOR 296 WOODWARD
STREET**

- 1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with The Michaels Development Company for the creation of sixty four (64) units, fifty six (56) will be affordable units of rental housing.
- 2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months of the date of adoption of the herein Resolution. No funds shall be allocated or released pending demonstration of compliance. Failure to comply will result in the funds award terminating and the Resolution will be rescinded, unless the six month deadline for proof of the funds is extended for good cause at the sole discretion of the City.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary in substantially the form attached to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$250,000 are available in Account No. 17-293-56-000-025, P.O. No. 121124


Donna L. Mauer
Chief Financial Officer

APPROVED: 
APPROVED: 
Business Administrator

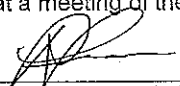
APPROVED AS TO LEGAL FORM 
Corporation Counsel
Certification Required
Not Required
APPROVED 6-2


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
				OSBORNE	✓	✓		WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH THE MICHAELS DEVELOPMENT COMPANY I, LP FOR 296 WOODWARD STREET

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with The Michaels Development Company I, LP to revitalize Jersey City's oldest and largest public housing. Creating (15) 1 bedroom at 30% AMI, (25) 2 bedroom at 30%-50% AMI, (14) 3 bedroom at 30%-50% AMI, (2) 4 bedroom at 30% AMI to create rental housing.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund: \$250,000

Contract term (include all proposed renewals)

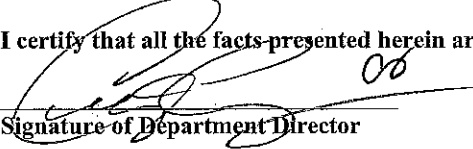
One (1) Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

06
5/17/16
Date

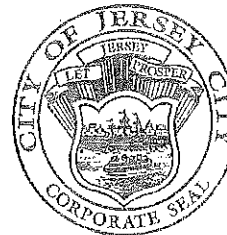
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.345

Agenda No. 10.X

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT A GIFT FROM THE NEW JERSEY HEALTH CARE QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

COUNCIL AS WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, by a letter dated May 22, 2014, the New Jersey Health Care Quality Institute offered to donate the sum of six thousand, eight hundred dollars (\$6,800) to the City of Jersey City ("City"); and

WHEREAS, the donation is for the purpose of paying the City's costs related to the Healthy Communities Healthy Citizens Project ("HCHC Project"); and

WHEREAS, the HCHC Project promotes health literacy, chronic disease management, and access to healthy lifestyle initiatives for City residents; and

WHEREAS, the City desires to accept this gift and is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The City is authorized to accept a gift of six thousand, eight hundred dollars (\$6,800) from the New Jersey Health Care Quality Institute to be used for the City's costs related to HCHC Project;
2. Subject to review and approval by Corporation Counsel, the Business Administrator is authorized to execute such documents necessary to effectuate the purposes of this resolution; and
3. The City thanks the New Jersey Health Care Quality Institute for its gift.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM 

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT A GIFT FROM THE NEW JERSEY HEALTH CARE QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director of DHHS
Phone/email	(201) 547-6560	sflanagan@jcnj/org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

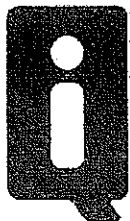
This resolution authorizes acceptance of a check valued at six thousand, eight hundred dollars (\$6,800) from the New Jersey Health Care Quality Institute for efforts towards community health programming.

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

NEW JERSEY
HEALTH CARE
QUALITY
INSTITUTE



Quality
powered.

Dear Ms. Stacey Flanagan,

As part of the ongoing partnership between the Jersey City Department of Health and the New Jersey Health Care Quality Institute on the Healthy Communities create Healthy Citizens (HCHC) project, the Quality Institute would like to grant \$6800 to Jersey City.

This check is to be used on costs related to activities for the HCHC project that promote health literacy, chronic disease management, and access to healthy lifestyle initiatives for Jersey City residents. The Quality Institute asks to be notified of how these funds are spent.

The Health Communities create Healthy Citizens project is funded by the United Health Foundation.

Sincerely,

A handwritten signature in cursive script that reads "Janan Dave".

Janan Dave
Director of Community Health
New Jersey Health Care Quality Institute

Leonard Leto
Chairman of the Board
Manager, Policy & Planning
NJ State Health Benefits Plan
(Retired)

Robert "Rob" Andrews, JD
Former Congressman, NJ
1st Congressional District;
CEO, Health Transformation Alliance

Andrea W. Aughenbaugh, RN
CEO, NJ State Nurses Association (Retired)

Donald Bryan, JD
Director, Division of Insurance,
NJ Dept. of Banking & Insurance (Retired)

Rick Fair
Former NJ State Auditor

James J. Florio, JD
Former Governor of New Jersey;
Senior Partner, Florio, Perrucci, Steinhardt &
Fader, LLC

Heather Howard, JD
Former NJ Health Commissioner,
Director of State Health Reform
Assistance Network; Woodrow
Wilson School of Public & Intern'l
International Affairs, Princeton, NJ

Fred M. Jacobs, MD, JD
Former NJ Health Commissioner
Executive Vice President & Chair
of Department of Medicine,
St. George's University School of
Medicine

George R. Laufenberg, CEBS
Administrative Manager,
Northeast Carpenters Funds

Zak Maniya, MD
Chief, Section of Nephrology,
St. Francis Medical Center

Suzanne M. Miller, PhD
Senior Professor/Director,
Psychosocial & Behavioral
Medicine; Fox Chase Cancer Center/ Temple
University Health System

Judith M. Persichilli
President Emeritus,
CHE-Trinity Health

Michael A. Sedrish, MD
Medical Director,
MediSys Management

Christine A. Stearns, JD
Counsel, Government Affairs,
Gibbons P.C.

Linda J. Schwimmer, JD
President & CEO,
New Jersey Health Care Quality Institute

Phone 609-452-5980
Fax 609-452-5983

Stone House at Carnegie Center
3628 Route 1
Princeton, NJ 08540
www.njhccqi.org

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-346

Agenda No. 10.Y

Approved: MAY 25 2016

TITLE: **RESOLUTION ACCEPTING GRANT FUNDS FOR THE CALENDAR YEAR 2016 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**



COUNCIL offered and moved adoption
of the following resolution:

WHEREAS, the Clean Communities and Recycling Grant Act, P.L. 2002, c.128 has established a Clean Communities Program from which a grant is awarded to municipalities in order to encourage litter pickup and removal; and

WHEREAS, it is the intent and the spirit of the Clean Communities and Recycling Grant Act to use the Clean Communities grants to promote and encourage a clean and safe environment; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated Clean Community regulations to implement the Clean Communities and Recycling Grant Act; and

WHEREAS, the City of Jersey City desires to accept these funds for purposes of litter cleanup and removal, education programs to promote clean communities, graffiti abatement, enforcement of local anti-littering laws and other programs, as per attached grant guidelines; and

WHEREAS, a resolution accepting the funds in the amount of \$456,609.94 for such Clean Communities grant will memorialize the commitment of this municipality to cleaning up the community and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Clean Communities and Recycling Act and its regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) The City of Jersey City hereby accepts the funds of \$456,609.94 from the New Jersey Department of Environmental Protection for the Calendar Year 2016 Clean Communities Grant; and
- 2) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

MR/sb
May 17, 2016

APPROVED: *Silencio Bayaun* 5/18/16
APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* Business Administrator
APPROVED: *[Signature]* Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION ACCEPTING GRANT FUNDS FOR THE CALENDAR YEAR 2016 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Mark Redfield	DPW Director
Phone/email	201-547-4400	markr@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ✚ The Clean Communities and Recycling Grant Act, P.L. 2002, c.128 has established a Clean Communities Program from which a grant is awarded to municipalities in order to encourage litter pickup and removal.
- ✚ The New Jersey Department of Environmental Protection has promulgated Clean Community regulations to implement the Clean Communities and Recycling Grant Act.
- ✚ The City of Jersey City desires to accept these funds for purposes of litter cleanup and removal, education programs to promote clean communities, graffiti abatement, enforcement of local anti-littering laws and other programs, as per attached grant guidelines.
- ✚ The City of Jersey City hereby accepts the funds of \$456,609.94 from the New Jersey Department of Environmental Protection for the Calendar Year 2016 Clean Communities Grant.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

[Empty box for Cost]

[Empty box for Contract term]

Type of award **Grants Resolution**

If "Other Exception", enter type [Empty box]

Additional Information

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

Signature of Department Director *Mark Redfield*

Date *5/18/16*

Signature of Purchasing Director

Date

REMITTANCE ADVICE

ORGANIZATION NAME PAYEE FOR	CONTACT INFORMATION	ACCOUNT NUMBER	AMOUNT
SOLID WASTE ADMINISTRATION FY2016 CLEAN COMMUNITIES GRANT	609-984-7744	4900CC16678 4900-765-042-4900-004-V42Y-6020	45660994
QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE.			TOTAL
CHECK NUMBER 0T0001697829	DATE 05/11/16	PAYEE JERSEY CITY	45660994

OMB022 (Rev. 01/25/2016)

DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT

REMOVE DOCUMENT ALONG THIS PERFORATION



Department Of The Treasury
STATE OF NEW JERSEY
 Trenton, New Jersey 08625-0221
CLEAN COMMUNITIES ACCOUNT FD

CHECK NUMBER
T 0001697829
 DATE MAY 11, 2016
 VOID 180 Days After This Date

PAY Four Hundred Fifty Six Thousand Six Hundred Nine and 94/100 Dollars

\$*****456,609.94
 Audited, Allowed and Payment Warranted
 Acting Director
 Payment Directed
[Signature]
 Acting State Treasurer

2000031126744
 WELLS FARGO BANK, N.A.

To The
 Order Of: **JERSEY CITY**
 DIVISION OF THE TREASURY
 1 JOURNAL SQ PLAZA STE 3
 JERSEY CITY NJ 07306 4004

⑈0001697829⑈ ⑆121000248⑆ 2000031126744⑈

2016 CLEAN COMMUNITIES GRANT AMOUNTS

5/12/2016

BAYONNE CITY

\$121,435.27

EAST NEWARK BORO

\$4,000.00

GUTTENBERG TOWN

\$19,089.23

HARRISON TOWN

\$23,586.48

HOBOKEN CITY

\$106,057.69

JERSEY CITY

\$456,609.94

KEARNY TOWN

\$66,135.85

NORTH BERGEN TWP

\$102,377.94

SECAUCUS TOWN

\$35,023.37

UNION CITY

\$102,724.46

WEEHAWKEN TWP

\$27,035.27

WEST NEW YORK TOWN

\$80,355.76

HUDSON COUNTY

\$21,591.43

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.347
 Agenda No. 10.Z
 Approved: MAY 25 2016
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING FUNDS FROM THE FOOD INSECURITY NUTRITION INCENTIVE GRANT PROGRAM

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City (City) wishes to enter into a contract with Wholesome Wave to provide outreach and services to improve the health of the overall population; and

WHEREAS, the City recognizes the need for improved access to healthy, fresh fruits and vegetables among Jersey City's low-income population; and

WHEREAS, the Food Insecurity Nutrition Incentive grant will support projects to increase the purchase of fruits and vegetables among low-income consumers participating in the Supplemental Nutrition Assistance Program (SNAP) by providing incentives at the point of purchase of fruits and vegetables by Supplemental Nutrition Assistance Program (SNAP) participants that would inform future efforts, and develop effective and efficient benefit redemption technologies; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to accept for the City of Jersey City, Department of Health and Human Services a grant for the calendar year 2016 in the amount of \$6,000 from Wholesome Wave.
2. The Mayor or Business Administrator is authorized to execute the agreement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-25-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ACCEPTING FUNDS FROM THE FOOD INSECURITY NUTRITION INCENTIVE
GRANT PROGRAM**

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

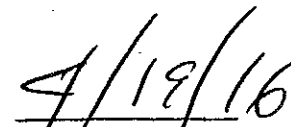
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution authorizes the City of Jersey City Department of Health and Human Services to enter into a contract, in the amount of \$6,000, for the calendar year 2016 with Wholesome Wave to provide outreach and services to improve the health of the overall population.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



Skye Cornell
Wholesome Wave
855 Main Street, Suite 910
Bridgeport, CT 06604
203.226.1112
craig@wholesomewave.org

April 12, 2016

Steven Fulop, Mayor
Jersey City Department of Health & Human Services
280 Grove Street
Jersey City, NJ 07302

Dear Mayor Fulop,

Congratulations to The City of Jersey City as the subrecipient to Wholesome Wave on a three-year Food Insecurity Nutrition Incentive (FINI) grant program administered by the National Institute of Food and Agriculture at the United States Department of Agriculture.

In the second year of this project (April 1, 2016 – March 31, 2017), Wholesome Wave has awarded the City of Jersey City \$6,000 to partially defray costs of operating the FINI fruits and vegetables incentive at selected farm-to-retail venues.

With any questions, please contact Skye Cornell, Chief Programs Officer, at skye@wholesomewave.org or 203.226.1112.

Sincerely,

A handwritten signature in black ink that reads "Skye Cornell". The signature is written in a cursive, flowing style.

Skye Cornell
Chief Programs Officer

855 Main St • Suite 910 • Bridgeport, CT 06604

P 203.226.1112



www.wholesomewave.org

This institution is an equal opportunity provider and employer



3/15/2016

FINI Grants Program Subaward Agreement

Wholesome Wave Foundation Charitable Ventures, Inc., (“Wholesome Wave”), a Connecticut nonstock corporation, is pleased to accept City of Jersey City as a Subrecipient under Wholesome Wave’s Food Insecurity Nutrition Incentive (“FINI”) Grants Program award for the second year. The USDA Award Notice details and modifications provided in the subrecipient award agreement from 2015 remain unchanged.

Through this agreement, Wholesome Wave confirms a subaward to Subrecipient in the amount of \$6,000 to partially defray the cost of operating the FINI fruits and vegetables incentive program at selected farm-to-retail venues. As Subrecipient, City of Jersey City will enter into a partnership with Wholesome Wave to build capacity and test innovative strategies for healthy food incentives at direct-to-consumer markets. All Subrecipients join a network of nutrition incentive program operators working together towards the goal of making fresh, locally grown foods available and affordable to all.

Recipient Name: Wholesome Wave Foundation Charitable Ventures, Inc.			Subrecipient Name: City of Jersey City
Federal Award Number: 2015-70018-2330	Federal Awarding Agency: USDA	Federal Award Period: April 1, 2015 – March 31, 2018	Subaward Number: FINI - 208
CFDA Title: Food Insecurity Nutrition Incentive Grants Program			Subaward Period of Performance: April 1, 2016 – March 31, 2017
Project Title: Ladder for Growth: A National Network to Build Capacity and Test Innovative Strategies for Healthy Food Initiatives			Total Subaward: \$6,000.00
Total Federal Award to Wholesome Wave: \$3,775,700.00			Total In-Kind Match Commitment: \$18,000.00

Terms and Conditions

The Grant is made upon the following terms and conditions:

1. Subrecipient will comply with the Program Operations requirements established by Wholesome Wave for the FINI Grant Program. The currently applicable Program Operations are as set forth in **Attachment A**.
2. Subrecipient will comply with all other Terms and Conditions as provided in **Attachment B**.
3. Wholesome Wave hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The subrecipient scope of work, budget and reporting guidance for this subaward are as shown in **Attachment D** (Scope of Work), **Attachment E** (Budget) and **Attachment F** (Reporting). In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of Wholesome Wave.
4. By signing this Subaward Agreement, Subrecipient confirms that the Grant will not be used for the purposes of lobbying, carrying out of propaganda, or otherwise attempting to influence legislation. Subrecipient also makes the certifications and assurances included in **Attachment C**.
5. Wholesome Wave shall reimburse Subrecipient not more frequently than every other month for allowable costs. All invoices shall be submitted using Subrecipient's standard financial report template provided by Wholesome Wave, but at a minimum shall include current costs (including cost sharing), subaward number, and certification, as required in 2 C.F.R. Part 200.415(a). Invoices shall be submitted according to the Financial Report Schedule agreed upon described at **Attachment E**. Invoices that do not meet reporting requirements described above shall be returned to Subrecipient. Invoices and questions concerning invoice receipts or payments should be directed to the appropriate party's Administrative Contact identified in **Attachment G**.
6. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to the appropriate party's Financial Contact as shown **Attachment G**, not later than **30** days after the subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
7. All payments shall be considered provisional and subject to adjustment within the total estimate cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Wholesome Wave reserves the right to reject an invoice, in accordance with 2 C.F.R. Part 200.305. Wholesome Wave also reserves the right to amend a subaward based on subrecipient performance.
8. Subrecipient may not assign this Subaward Agreement or delegate performance of the terms of this Agreement or the Project to any other person or entity without the prior written consent of Wholesome Wave.

9. Subrecipient is solely responsible for all activities supported by the subaward. Nothing in this Subaward Agreement shall be deemed to create a legal partnership, agency, joint venture or any other type of relationship in which one party is responsible for the actions of the other.
10. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Subrecipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Wholesome Wave from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) that arise from or in connection with any act or omission of Subrecipient in carrying out the subaward.
11. This Subaward Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to its conflict of laws provisions.
12. Subrecipient acknowledges and agrees that this Subaward Agreement represents the entire agreement between the parties with respect to the subject matter addressed herein. All attachments to this Subaward Agreement are hereby incorporated by reference herein. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward Agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official identified in **Attachment G**. Substantive changes made to this Subaward Agreement require the written approval of each party's Authorized Official.

Sincerely,

Michel Nischan
President & CEO

Accepted and Agreed by:

Craig Lomma, COO
Wholesome Wave

Date

Stacey Flanagan, Director HHS
City of Jersey City

Date

Nora Pena, Manager
City of Jersey City

Date

Attachment A

Subaward Agreement

FINI Grant Program Operations

1. The National Nutrition Incentive Network (NNIN) partners with and engages members to increase fruit and vegetable purchases by SNAP and federal nutrition benefit consumers at direct-to-consumer markets. Wholesome Wave facilitates and builds capacity for a national network of nutrition incentive programs, connecting and supporting healthy food practitioners across the country. Its network is a robust community of innovation and learning, linking incentive programs through uniform data collection and evaluation to support the expansion and adoption of incentives.
2. Wholesome Wave received a \$3.77 million grant from the United States Department of Agriculture (“USDA”) for the Food Insecurity Nutrition Incentive (FINI) program. This three-year grant will support the expansion of Wholesome Wave’s National Incentive Program Network, which benefits SNAP consumers, small and mid-sized farm businesses and local economies. Wholesome Wave has developed a three-pronged approach to its FINI grant program:
 - Increase affordable access to fruits and vegetables for SNAP consumers in 17 states and the District of Columbia by supporting 425 incentive programs and direct-to-consumer market venues, Community-Supported Agriculture (“CSA”) services, and mobile markets.
 - Conduct a Randomized Control Trial (RCT) study to measure the impact of incentive program innovations on SNAP consumers’ purchase and consumption of fruits and vegetables.
 - Increase capacity and program infrastructure of network partners through Wholesome Wave’s capacity building tools.
3. FINI funds for direct nutrition incentive dollars may only be used on fruits and vegetables. Customers may spend their SNAP dollars on any SNAP-eligible item on sale at Subrecipient’s market, mobile market, CSA or farm stand, but the incentive must be limited to fruits and vegetables. A site managed through Subrecipient may still use other, non-FINI funds to run an incentive program without the fruits-and-vegetables restriction.
4. All expenses associated with the FINI grant must be tracked, including funds from Wholesome Wave, and Subrecipient’s own cash or in-kind match. Wholesome Wave must be able to demonstrate how the FINI funds are spent. Expenses must comply with the National Institute of Food and Agriculture (“NIFA”) Allowable and Excluded Expenses requirements provided in **Attachment B**.
5. Subrecipient is responsible for ensuring that participating venues meet relevant state and municipal guidelines, including but not limited to permitting and insurance regulations.
6. In furtherance of the FINI grant approach explained above, subaward programming Market(s) are eligible to participate if they: a) offer SNAP benefits and have an FNS number, b) sell local or regional produced fruits and vegetables, can manage Market(s) participation, c) educate vendors and

customers, d) collect data and e) support and report on nutrition incentive programs for the market season with auditable fiscal systems.

Subrecipient and participating Markets must be authorized SNAP retailers and must operate in compliance with all relevant SNAP regulations and operating requirements provided in 7 C.F.R. Part 271 *et seq.* and associated guidance. Subrecipient and participating Markets are responsible for full compliance with all USDA SNAP rules and regulations, including FNS registration.

Subrecipient will administer an incentive program to provide SNAP customers with a monetary incentive for use on local or regional fruits and vegetables at participating direct-to-consumer markets (“Markets”), which include farm stands, mobile markets and community supported agriculture (CSA).

Management of Markets. Subrecipient is responsible for ensuring compliance by the Market(s) with all FINI grant policies and procedures.

- Subrecipient will make known to Markets all requirements for program administration and reporting where the program is being run. Subrecipient will also communicate the FINI incentive restrictions to all site managers at each site.
- Any changes to names, locations, and contact information of Markets participating in Subrecipient’s incentive program network must be communicated immediately to Wholesome Wave for approval.
- Subrecipient will distribute, and obtain signed Market Contact Pledges, provided by the subaward Program Manager, at the start of the subaward. Market Contact pledges confirm that participating sites have communicated FINI incentive restrictions to vendors.
- Subrecipients shall confirm to Wholesome Wave that signed pledges have been received from each site. Subrecipient must be able to provide documentation of signed Market Contact Pledges upon request from Wholesome Wave.

Vendor and Customer Education. Subrecipient or its participating Markets will educate vendors and customers about the FINI SNAP incentive program and its restrictions.

- Subrecipients are encouraged to provide a vendor training to all participating and non-participating vendors about the FINI SNAP incentive program and its restrictions.
- Subrecipient shall encourage vendors who accept the nutrition incentive alternative currency to display a sign so indicating at their stands. For the period of the subaward, the subrecipient will document vendor sales for fruit and vegetables purchased with nutrition incentive alternative currency.
- Subrecipients are encouraged to promote FINI SNAP incentive program availability to eligible customers through SNAP offices and referral locations, as well as Market promotion and outreach activities.

Marketing and Outreach Material: Subrecipient will share with Wholesome Wave electronic files of any program materials, such as flyers, posters, incentive program alternative currency, and training documents, created as part of or with funds from the FINI project.

Support Trainings and Site Visits. Subrecipient will assist Wholesome Wave in organizing site visits and hosting trainings and workshops for market managers and stakeholders. Subrecipient will make

every effort to maximize participation by market managers and stakeholders in trainings and meetings with Wholesome Wave as part of site visits.

- Subrecipients are encouraged to provide peer mentoring and assistance to participating Markets in this subaward. Subrecipients can request for technical assistance related to the subaward or SNAP FINI incentive program through the assigned Program Manager.

Program Data Collection. Subrecipient is responsible for all reporting of data required by Wholesome Wave and USDA as part of the FINI project.

- Subrecipient and participating Market(s) have the option of reporting data via FM Tracks on site at the Market using either the FM Tracks iOS application or website or offsite via the manual entry function on the FM Tracks website.
- If using paper form for data collection Subrecipient will have the option to use manual data entry forms provided by Wholesome Wave or paper forms of their own design that match the required data metrics. Subrecipients are encouraged to establish data collection systems for participating Market(s) that are able to collect quality data and verified if needed. Pending the development of upload technology in FM Tracks, Markets using alternative electronic data collection systems must enter data in FM Tracks as laid out in the table below.
- Subrecipient is responsible for ensuring data submitted is complete and accurate through the log and report functions on the FM Tracks website prior to submission of financial reports.
- If applicable, Subrecipient is responsible for ensuring participating Market(s) are trained and able to use data reporting systems.
- Subrecipient will update this record at least monthly, so that the report is fully updated by the 15th of each month for the previous month.
- If Subrecipient and Markets choose to use the manual entry function, they are required to use a standardized paper log provided by Wholesome Wave or a similar form with Wholesome Wave's permission. Subrecipient must keep copies of this log in case of the need for data verification or in the event of discrepancies between data reported and accounting for the project.
- If the FM Tracks website or mobile app are experiencing errors in functionality that prevent the submission of data, Subrecipient will make Wholesome Wave aware of the issue immediately.

Frequency	Required Data	Data Collection Mechanism
Annually	End of Year Report Relevant market and incentive program information: <ul style="list-style-type: none"> • Address 	Electronic survey FM Tracks, setup & metrics

	<ul style="list-style-type: none"> • Hours of operation • SNAP incentive name and type • Accepted federal benefit payment types • Metrics related to network and market operations 	
Per market day; completed on 15 th of each month for the previous month	<p>Day of program data:</p> <ul style="list-style-type: none"> • Weekly SNAP sales/transactions • FINI incentive distribution and redemption data for all SNAP incentive programs • Nutrition education activities (Y/N) • Number of paid staff and volunteers implementing program <p>Markets participating in the RCT:</p> <ul style="list-style-type: none"> • Individual transactions for participants including FM Tracks IDs and lottery ticket numbers 	FM Tracks, transactions & post market questions

Program Reporting. In addition to program financial data, subrecipient will share with Wholesome Wave any available details of incentive program(s) represented, such as program name(s), matching amount, and federal nutrition benefit(s) matched, providing updates as necessary through the FM Tracks website.

- Subrecipients will submit an annual report via online survey to Wholesome Wave within the time frame requested, prior to end of the subaward period.
- Subrecipients will maintain records of media related to the SNAP FINI incentive program at participating Markets(s), this includes photos, quotes, stories, videos and/or testimonials and appropriate releases. If Subrecipient works with under 10 Markets, it shall provide five (5) photos, stories, videos or testimonials. If Subrecipient works with 11 or more Markets, it shall provide at least 6 examples of photos, stories, videos or testimonials from different Markets.
- Subrecipients will supply copies of files of SNAP FINI incentive program outreach or promotional materials produced as part of the subaward.
- Subrecipients are encouraged to maintain regular communication that reports on the status of the subaward with Wholesome Wave Program Managers and participating Market(s).

Attachment B

Subaward Agreement

Subrecipient Terms and Conditions

Special Terms and Conditions

1. *Copyrights*

Subrecipient shall grant to Wholesome Wave an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Wholesome Wave's obligations to the Federal Government under its Prime Award.

2. *Data Rights and Research*

Subrecipient grants to Wholesome Wave the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Wholesome Wave's obligations under its Prime Award.

Evaluation. Subrecipient and participating Markets may be required to participate in FINI research efforts associated with Wholesome Wave, the University of Delaware, Case Western Reserve University, and USDA evaluators, named Westat.

- Subrecipient may be asked to assist Wholesome Wave, the University of Delaware, Case Western Reserve University, and USDA evaluators in outcomes and process evaluation activities and facilitating participation by network Markets.
- Fruit and vegetable consumption data collected as part of the RCT are owned by the University of Delaware as part of IRB conditions but may be shared to Subrecipient through aggregated, de-identified values upon request to the University of Delaware.
- Process evaluation activities may include customer, market manager, and vendor surveys, interviews, and focus groups conducted by Wholesome Wave staff and Case Western Reserve University researchers. Data from these activities are owned by Case Western Reserve University as part of IRB conditions when containing identifiable information.
- Data entered into FM Tracks by Subrecipient related to financial information, individual customer and vendor data was approved to be exempt from Case Western Reserve University's IRB. Wholesome Wave and research partners have the right to publish Subrecipient data in external publications and communication efforts when greater than three markets data is aggregated in the analysis to avoid identification.

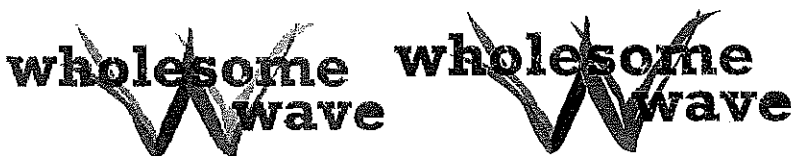
3. *Wholesome Wave Logo Use*

a) *Identification and Acknowledgements.* Subrecipient shall identify and acknowledge participation in the National Nutrition Incentive Network and funding from the USDA in all public materials developed as part of the FINI project.

- Subrecipient and participating Markets will identify as a “National Nutrition Incentive Network Member” on print and online materials or, alternatively, use the Wholesome Wave logo, below, in print and online materials.
- Subrecipient will provide Wholesome Wave with the website URL for Subrecipient for placement on the Wholesome Wave website. Subrecipient may choose to provide Wholesome Wave with the website URL for Markets or networks of Markets if they would like them placed on the Wholesome Wave website.

Logo and style guide:

- Maintain the proportions of the logos as displayed below and in the jpeg files you have been provided;
- When reproducing in black and white, please use the grey scale version displayed below and in the jpeg files you have been provided.



4. *Wholesome Wave-owned Equipment*

- If Market(s) receive or have received Wholesome Wave-owned equipment (e.g., iPads) to complete activities pertaining to the Randomized Controlled Trial, Subrecipient is assuming responsibility for the item(s) through the end of the subaward agreement. It is understood that Market(s) will use the equipment referenced herein for data collection and documentation purposes related to the project referenced above.

5. *Financial Terms and Conditions*

- Subrecipient certifies by signing this Subaward Agreement that it complies with the Office of Management and Budget Uniform Grant Guidance (“Guidance”), available at <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>. Subrecipient further certifies that it will provide notice of the completion of required audits and any adverse findings which impact this subaward as provided by Parts 200.501 – 200.521 of the Guidance and will provide access to records as provided by parts 200.336, 200.337, and 200.201 as applicable.

- Subaward funds for direct nutrition incentive dollars may only be used on local or regionally grown fruits and vegetables. Customers may spend their SNAP dollars on any SNAP-eligible item on sale at Subrecipient Market(s), but the incentive must be limited to fruits and vegetables. A site managed through Subrecipient may still use other, non-FINI funds to run an incentive program without the local or regional fruits-and-vegetables restriction.
- National Institute of Food and Agriculture (“NIFA”) Allowable and Excluded Expenses apply to FINI funds. FINI funds may not be used to for Market promotional items, audit costs, alcoholic beverages or business meals, entertainment or social activities for staff, equipment not directly related to FINI, renovation or refurbishment of program space, indirect costs and tuition.
- Subaward funds may not be used and will not be reimbursed for any expenses not directly related to FINI programming. This includes offering SNAP and processing EBT at Market(s); such as staff time, promotion of SNAP, purchasing SNAP alternative currency, EBT terminals and related fees. Travel to Wholesome Wave’s national conference may not be covered by FINI subaward funds.
- **Attachment E** provides the approved subaward budget. There are two non-incentive categories in the budget directly related to operating the FINI program at Market(s), including personnel, travel, materials and supplies. These budgeted line items may be re-allocated as spent during the subaward period without Wholesome Wave permission, as long as the total budget is not overspent.
- If Subrecipient receives non-incentive funding in addition to direct incentive funds through this subaward, the list below details allowable costs. Subrecipient is responsible for contacting their Program Manager with questions on allowable costs for non-incentive funds.
 - *Personnel:*
 - Staff time to coordinate, administer or evaluate the FINI incentive program;
 - Volunteer time to coordinate, administer or evaluate the FINI incentive program, using a fair market estimate to assess value; and
 - Fringe benefits associated with personnel and salaries, commensurate with time spent on the project.
 - *Travel:*
 - Travel expenditures related to FINI program implementation or statewide network development.
 - *Materials and Supplies:*
 - Outreach and promotional materials for the FINI incentive program;
 - Tokens for incentives; and
 - Miscellaneous on-site supplies required for FINI incentive program administration (as approved by subrecipient’s Program Manager.)
 - *Network Member Administrative Expenses:*

- Pass-through administrative funding for sub-subrecipients operating within statewide networks.
- All expenses related to this subaward must be tracked over the subaward period. Expenses, including Wholesome Wave's contribution and Subrecipient in-kind match contributions, must have back up documentation on file with Subrecipient if requested. Acceptable documentation includes: receipts for purchases (showing the date, amount and FINI related item's costs), timesheets, payroll receipts, trip mileage, contracts, vendor receipts, and copies of checks to vendors.
- If using an alternative currency system at Market(s), FINI incentive currency (direct incentives) distributed at Market(s) hold's value through the subaward partnership and will expire at the end of the grant period, March 31, 2018 or the end of the partnership, which ever is earlier. Per federal regulations, SNAP alternative currency has no expiration date and may used at any time in the Market that distributed the alternative currency.
- Direct incentive funds allocated by Wholesome Wave in the subaward may not be re-allocated to another line item or rolled over to the next fiscal year.
- This subaward will be disbursed approved funds in the budget (**Attachment E**) as follows:
 - A 20% advance of Wholesome Wave providing funding will be provided upon subaward execution.
 - Subrecipient may invoice Wholesome Wave for reimbursement of up to 80% of total budget for subaward period of performance. This schedule will be agreed upon and documented in **Attachment E**.
 - At a minimum, Subrecipient must invoice Wholesome Wave for the period between April 1, 2016 through December 31, 2016. Invoices that combine spending between 2016 and 2017 will not be accepted.
 - The final 20% of total budget will be released upon full completion of all program, data reporting, and financial reporting by the end of the subaward budget period.
 - Issuance by Wholesome Wave of reimbursement for funds expended is contingent upon receipt of Subrecipient W-9, Market FNS numbers, accurate financial reports of eligible expenses, and complete and up-to-date submission of required program data.
- Subrecipient will oversee budget tracking and reimbursement of FINI funds spent at participating Markets.
- Wholesome Wave will reimburse direct incentive funds for actual incentive sales by vendors, also known as 'incentives redeemed'. EBT and incentive sales (redemptions) must be documented in FM Tracks in accordance with deadlines outlined in **Attachment A**. Distribution of incentive currency is not eligible for reimbursement by Wholesome Wave.
- Subrecipient is encouraged to retain paper copies of batch reports from the Market's point of sale device for each market day or other approved form of third party EBT verification for financial auditing purposes.

- If Subrecipient requests reimbursement of incentive funds that are not recorded in FM Tracks, Subrecipient must provide records of market day incentive and SNAP distribution and redemption.

Reimbursement of Vendors. Subrecipient will monitor reports from the Market(s), and reimburse vendors in a timely manner.

- Subrecipient will ensure Markets maintain records of FINI funded reimbursements to vendors over the subaward period.

Financial Reporting Requirements

- All financial reports must be submitted electronically using the report template to the Financial Contact for Wholesome Wave shown in **Attachment G**.
- All financial reports must include the period for which reimbursement is being requested, matching the reporting schedule agreed upon in **Attachment E**.
- All financial reports must include a certification statement such as, *“I certify that all expenditures reported (and requested payments) are for appropriate purposes and in accordance with the provisions of the applications and award documents for the above referenced grant/contract award number.”* All financial reports must be signed [electronic signature is acceptable] by the Authorized Official as shown in **Attachment G**.
- Subrecipients must maintain back-up original records of all expenditures and in-kind match funds reported in this subaward. All records are subject to Wholesome Wave or USDA audit and/or inspection through the entire grant period and up to seven (7) years after grant period ends (March 31, 2025).
- In connection with review of the financial reports, Subrecipient shall provide additional supporting documentation for FINI related expenses upon request by Wholesome Wave. Subrecipient is not required to submit full documentation with each financial report.

b) General Terms and Conditions

General provisions found in 2 C.F.R. Part 400; 2 C.F.R. Part 415; 2 C.F.R. Part 416; 2 C.F.R. Part 422, and 7 C.F.R. Part 3430 are hereby incorporated by reference into this Subaward Agreement.

These regulations may be found at <http://www.ecfr.gov/>.

All other provisions incorporated in the Prime Award Face Sheet dated 04/01/2015, Modifications and subsequent amendments thereto are hereby incorporated by reference into the previous Subaward Agreement unless inconsistent with federal law or regulation.

c) Order of Precedence

The provisions contained in this Subaward Agreement and its Attachments will take precedence over any inconsistent provision in any other document.

Attachment C
Subaward Agreement
Certifications and Assurances

Certification Regarding Lobbying

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," to Wholesome Wave.
3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principal are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Attachment D

Subaward Agreement

Subrecipient Scope of Work (SOW)

Subrecipient agrees to implement the subaward as described in the Scope of Work (SOW) below:

a) FINI Subaward objectives for the period of April 1, 2016 – March 31, 2017:

Objective: Through the use of \$3,000 from Wholesome Wave and \$18,000 in committed match funds, increase affordable access to healthy, local food by operating or overseeing the operation of nutrition incentive programs at 5 of direct-to-consumer markets with target fruit and vegetable incentives sales of \$3,000.

b) Subaward supported activities:

1. City of Jersey City will collect the necessary data required by the grant from the participating Farmers' Markets
2. City of Jersey City will work with participating Farmers' Markets to collectively promote their location and vendors that accept SNAP and distribute Jersey City Double Bucks.
3. City of Jersey City will work with other New Jersey Government entities to coordinate efforts to cross promote the program.

The \$3,000 in non incentive funding will be used for a joint marketing strategy that will inform SNAP/WIC/FMNP users about the Double Bucks Program. The marketing will provide location information, which vendors accept SNAP/WIC/FMNP at the Farmers' Market and this information will be printed in English, Spanish and Arabic. We plan to disseminate this information through County SNAP, WIC office and Seniors Division.

Examples:

- Personnel will plan and support the implementation of "name of FINI incentive program", including development of collateral and flyers.
- Subrecipient will conduct promotion through SNAP referral locations and outreach activities to attract SNAP shoppers.
- Subrecipient will collect data... (explain how paper, collecting forms from markets weekly, and entering data into FM track)
- Support to networked markets and state nutrition incentive network activities ...

c) In-kind matching funds:

City of Jersey City

Examples:

- Local foundation
- Hospital community funds
- Volunteer/staff time, etc.

d) Subaward fruit and vegetable nutrition incentive program design: *NB: The following two questions are required in order for Wholesome Wave to fulfill USDA requirements of cooperating with the FINI independent evaluator on annual and quarterly basis.*

. The Jersey City Double Bucks Program will double SNAP dollars up to \$10 for the purchase of fruits and vegetables to be purchased at participating Farmers' Markets/Vendors.:

- Jersey City Double Bucks Program
- wooden coins in denomination of \$1, \$2 and \$5
- SNAP Match amount: for every \$10 in SNAP there is a \$10 Jersey Double Bucks Match
- \$1

e) Each Market will provide a paid staff or volunteer – 6 market managers, 1 program manager, and 1 intern

f) Participating direct-to-consumer market(s) (Please add additional rows as necessary):

Name of direct-to-consumer market (please list each day the market is open or location that the outlet operates separately)	Market type (FM, FS, MM, CSA)	FNS number	Year receiving SNAP authorization	Do you raise funding for the incentive program outside of FINI grant and matching funds (Y/N?)
Farm in the Heights, Riverview	FM	0315740	2015	N
Arlington Farmers' Market	FM	0518995	2015	N
Farmers Market at Lincoln Park	FM	0512170	2015	N
Hamilton Park Farmers' Market	FM	N/A	N/A	N

f) Additional sections:

All participating Farmers' Markets will submit transaction reports to the City of Jersey City once a month. City of Jersey City will be available to help troubleshoot and provide technical assistance with market managers for the season.

Attachment E

Subaward Budget

Subrecipient will provide a budget report on the following schedule:

- Every two months
- Period of April 1 – December 31, 2016
- Period of January 1 – March 31, 2016

In compliance with **Attachment B** terms and conditions, the Subrecipient budget is as follows:

FINI Subaward Budget			
Subrecipient	<i>City of Jersey City</i>		
Budget period	<i>April 1, 2016 – March 31, 2017</i>		
	WW Funding	In-Kind Match	Total Budget
Non – Incentive Funding : (Salaries, wages, fringe, travel, materials, supplies)	\$3,000.00	\$18,000.00	\$21,000.00
Direct Incentives (fruit and vegetable only)	\$3,000.00	\$00.00	\$3,000.00
GRAND TOTAL	\$6,000.00	\$18,000.00	\$24,000.00
Advance available upon subaward signature (20%)	\$1,200.00		
Amount withheld until end of subaward (20%)	\$1,200.00		

Incentives above the normal match amount distributed as part of RCT participation will be covered above the direct incentive value at the end of the project period. This amount reimbursed above this total is approved through review on individual transaction data within FM Tracks for customers receiving incentives greater than the baseline amount.

Attachment F Subaward Reporting

Reporting Requirements

- Subrecipient will comply with program and data reporting requirements described in **Attachment A**, including an annual report via online survey, monthly Market data in FM Tracks, and grant research and evaluation metrics.
- Subrecipient and participating Market(s) will report on subaward funding budgeted in **Attachment E**, using the reporting form shown here.
- With submission of each financial report, Market data in FM Tracks must be current, according to data reporting requirements and schedule, for all participating sites.

Instructions

- Subrecipient uses Excel form provided to complete a financial report for each reporting period, as discussed with assigned Wholesome Wave Program Manager. Financial reports will be completed with expenses incurred within the reporting period, including reimbursement requests from Wholesome Wave and in-kind match.
- Subrecipient sends financial report to assigned Wholesome Wave Program Manager for review. If approved, a check will be issued for the requested amount and the Program Manager will alert subrecipient to balance remaining for funds available and match committed.

Subaward Financial Report			
	Subrecipient	Org. Name, Payment Information, Address	
	Report Period	Dates	
Non-Incentive Expenses	WW Funding	In-Kind Match	
Salaries, wages, fringe (allocated to each staff member) <i>Ex: Name, title</i>	\$ -	\$ -	
Program Expenditures (travel, materials, supplies) <i>Ex: Item, description</i>	\$ -	\$ -	
State network member administrative expenses (for statewide networks only) <i>Ex: Name of administrative funds recipient/s</i>	\$ -	\$ -	
Subtotal Non-Incentive Spending	\$ -	\$ -	
Direct Incentives Expenses (fruit and vegetable incentives redeemed only)	\$ -	\$ -	
REPORT PERIOD TOTAL	\$ -	\$ -	
Certification:			
I certify that all expenditures reported (and requested payments) are for appropriate purposes and in accordance with the provisions of the application and award documents for the above referenced grant/contract award number			
		Signature of Authorized Representative	Date

Attachment G

Subaward Agreement

Contacts

The following contact information will be used for Subrecipient to provide agreed upon subaward requirements and reporting to Wholesome Wave. In the case of questions, clarifications, or subaward related requests to Wholesome Wave, subrecipients will use the referenced staff below. In the case of a change to any contact, by either, Wholesome Wave or the subrecipient, a written letter must be provided in advance and cc'd to all contacts supporting this subaward agreement.

Wholesome Wave	SUBRECIPIENT
<p>Wholesome Wave Foundation Charitable Ventures, Inc. 855 Main Street, Suite 910 Bridgeport, CT 06604</p> <p><u>Administrative & Financial Contact</u> Name: Lauren Lindstrom Address: 855 Main Street, Suite 910 Bridgeport, CT 06604 Telephone: 212-529-7601 Email: lauren@wholesomewave.org</p> <p><u>FM Tracks, Data and Research Contact</u> Name: Katie Merritt Address: 855 Main Street, Suite 910 Bridgeport, CT 06604 Telephone: 203-226-1112 Email: katiemerritt@wholesomewave.org</p> <p><u>Authorized Official</u> Name: Craig Lomma Address: 855 Main Street, Suite 910 Bridgeport, CT 06604 Telephone: 203-226-1112 Email: craig@wholesomewave.org</p>	<p>City of Jersey City 280 Grove Street Jersey City, NJ 07302 (201) 547-5000</p> <p><u>Administrative Contact</u> Name: Nora Pena Address: 199 Summit Avenue, E1 Jersey City, NJ 07304 Telephone: 201-547-6806 Email: npena@jcnj.org</p> <p><u>Financial Contact (if different)</u> Name: Vivian Web Address: 199 Summit Avenue Jersey City, NJ 07304 Telephone: 210-547-6806 Email: webbV@jcnj.org</p> <p><u>Authorized Official (if different than above)</u> Name: Stacey Flanagan Address: 199 Summit Avenue Jersey City, NJ 07304 Telephone: 201547-6800 Email: sflanagan@jcnj.org</p>

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.348

Agenda No. 10-Z.1

Approved: MAY 25 2016

TITLE:



RESOLUTION TO APPLY FOR AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2016 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE OCEAN AVENUE RESURFACING PROJECT FOR THE CITY OF JERSEY CITY

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the City of Jersey City, County of Hudson, State of New Jersey desires to apply to the New Jersey Department of Transportation (NJDOT) for grant funding under the Local Aid Infrastructure Fund (Discretionary Aid) Program; and

WHEREAS, the funds are provided under the New Jersey Transportation Trust Fund; and

WHEREAS, the City of Jersey City, Department of Administration, Division of Engineering, Traffic and Transportation has selected Ocean Avenue (Merritt Street to Grand Street) Resurfacing Project for this application; and

WHEREAS, the application seeks financial assistance for the implementation of the resurfacing project estimated to cost \$2.5 million; and

WHEREAS, the Division of Engineering will coordinate the project and bid requirements upon receipt of funding, and

WHEREAS, the City agrees to assume a commitment for maintenance of the project after construction is completed; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City formally approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as **LAIF-2016-Ocean Avenue Resurfacing Project-00019** to the New Jersey Department of Transportation on behalf of the City of Jersey City.

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the agreement.

City Clerk File No. Res. 16.348
Agenda No. 10.Z.1 MAY 25 2016

TITLE:

RESOLUTION TO APPLY FOR AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2016 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE OCEAN AVENUE RESURFACING PROJECT FOR THE CITY OF JERSEY CITY

Certified as a true copy of the Resolution adopted by Council,
On this 25th day of MAY, 2016

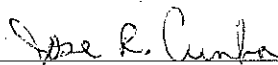
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

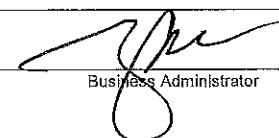
Presiding Officer
Steven M. Fulop, Mayor of Jersey City



Approved:
Jose R. Cunha, P.E., C.M.E.,
Director of JC Engineering

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		


✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO APPLY FOR AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2016 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE OCEAN AVENUE RESURFACING PROJECT FOR THE CITY OF JERSEY CITY

Initiator

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, P.E., C.M.E.,	Municipal Engineer
Phone/email	201-547-4411	jcunha@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

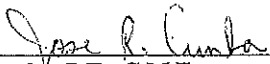
Resolution Purpose

The purpose for this resolution is to apply for and execute a grant agreement with the New Jersey Department of Transportation (NJDOT) for the 2016 Local Aid Infrastructure Fund (LAIF) program. The 2016 LAIF application is for the Ocean Avenue Resurfacing Project. Project Limits – Ocean Avenue from Merritt Street to Grand Street – Total Estimate and application request for \$2.5 million dollars.

Construction Cost: \$1,991,910.85
Design Engineering: \$ 200,000.00
Inspection & Testing: \$ 295,000.00

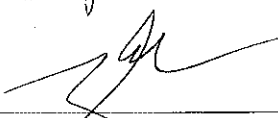
Capital money will be needed to pay for state non-participating items including traffic police directors.

I certify that all the facts presented herein are accurate.



Jose R. Cunha, P.E., C.M.E.,
Municipal Engineer

5/16/16
DATE



Robert Kakoleski, Business Administrator
Department Director



DATE



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION**


MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE, EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



MEMORANDUM

DATE : May 16, 2016

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM :  Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : **Application to the New Jersey Department of Transportation
2016 Local Infrastructure Improvement Fund
LAIF-2016 Ocean Avenue Resurfacing Project-00019**

Attached for your consideration is a resolution authorizing the submission of a grant application and the execution of a grant agreement with New Jersey Department of Transportation for the Division of Engineering's project known as Ocean Avenue Resurfacing. Ocean Avenue is in very poor condition and in need of extensive roadway improvements along the 2.2 mile corridor.

This application is requesting \$2.5 million dollars to support the resurfacing and incidental construction for pedestrian safety along Ocean Avenue and installation of ADA compliant curb ramps. The project limits are from Merritt Street to Grand Street that connects the southern Greenville neighborhood and Bergen/Lafayette neighborhood.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

C: Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
Stanley Huang, Municipal Engineer
Joao D'Souza, Traffic Director
Dawn Odom, Supervising Administrative Analyst

SCOPE OF WORK:

The City of Jersey City is requesting \$2.5 million in funding from the New Jersey Department of Transportation Local Aid Infrastructure Fund to support the resurfacing and incidental construction for pedestrian safety along Ocean Avenue and installation of ADA compliant curb ramps spanning the length of the corridor. Ocean Avenue is classified by NJDOT as a minor arterial roadway and is a vital transportation and economic corridor traversing 2.2 miles of southern Jersey City and connects the southern Greenville neighborhood and Bergen/Lafayette neighborhoods with the central and downtown areas of the city. The north-south configuration of the roadway The current state of repair of the roadway is insufficient to support its average daily traffic and presents a number of safety concerns to motorists, pedestrians and bicyclists. Further, the deterioration of the roadway surface has a significant impact on the economic sustainability of the corridor, which includes a substantial number of commercial properties.

The scope of work to be completed with the requested funding includes the milling, repaving and striping of the roadway surface, replacement of concrete sidewalks, repair and/or replacement of curbing, and replacement and/or relocation of catch basins, manhole covers, bicycle safety grates, and installation of pedestrian safety signage. Please note since the Roadway Data Sheet does not allow for variations, the numbers shown are averages.

Ocean Avenue is in poor condition and in need of a resurfacing in order to maintain the structural integrity and to avoid costly reconstruction in a few years if left in the current condition. The road has many cracks, patches, depressions, utility trench repairs and areas of pavement failure. Sidewalk replacement is required for pedestrian safety and to avoid trip and fall accidents.

This project conforms to the NJDOT Complete Streets policy adopted by the city. A Complete Street is defined as a way to provide safe access for all users by designing and operating an all-inclusive, integrated, connected multi-modal network of transportation alternatives.

The project includes, but is not limited to the following:

- Replacement and construction of Concrete Curb (6,100 linear feet)
- Installation of ADA compliant Curb Ramps, where required with Detectable Warning Surfaces
- Repair of the roadway base
- Replacement of the Catch Basin Cast Iron Curb Pieces with environmentally acceptable Catch Basin Curb Pieces
- Reconstruction of existing Catch Basins
- Resetting and/or replacement of Catch Basin and Manhole Castings
- Installation of Bicycle Safe Catch Basin Grates
- Asphalt Milling
- Resurfacing with Hot Mix Asphalt
- Replacement of Regulatory and Warning Signs
- Long Life Traffic Stripes
- Installation of Pedestrian Countdown Traffic Signal Heads

Bid documents could be ready within nine months of notification of application approval. Manhattan Avenue was previously approved as a 1994 NJDOT Municipal Aid Project.

PUBLIC FACILITIES:

Ocean Avenue is a major north-south corridor in Jersey City, where north-south corridors are limited due to the narrowness of the Hudson County peninsula. Ocean Avenue is one of four main commercial corridors in Jersey City, and is a particular focus of the Jersey City Office of Innovation's efforts to revitalize commercial corridors. Along with the corridor are numerous public facilities, including two post offices, Elementary School #41, Glenn D. Cunningham Early Childhood Center, Bayside Park and 22 NJ Transit Bus Stops. The corridor is also lined with numerous houses of worship, grocers and supermarket, restaurants and eateries, pharmacies, day care centers, and other critical facilities for supporting the quality of life for neighborhood residents and vibrancy of a major commercial corridor.

SAFETY IMPROVEMENTS:

The riding quality on the streets will be improved, thus providing drivers with a more stable and safer ride. In some cases the pavement is so deteriorated, a driver could lose control of their vehicle. By providing a better riding surface, safety will be increased. The unevenness of the pavement causes unsafe travel conditions and increases congestion because of decreased operating speeds of vehicles. Many vehicles weave to avoid depressions in the pavement.

The replacement of stream flow grates and obsolete or deteriorated catch basins and catch basin castings will improve bicycle safety and drainage flow. The replacement of deteriorated concrete sidewalk and installation of handicapped curb ramps with detectable warning surfaces will improve pedestrian safety. The installation of new traffic striping will also improve safety. Currently, the traffic striping is faded or non-existing. Traffic Signals will also be upgrade with countdown pedestrian signal heads in order to improve safety by alerting pedestrians of the crossing time remaining. Traffic flow and accident incident reporting will be improved by the installation of traffic cameras on signal mast arms.

CITY OF JERSEY CITY
Division of Management and Budget
City Hall | 280 Grove Street, Room 208 | Jersey City, NJ 07302

Grant Application Approval Form

State Federal Formula Competitive Community Grant

Application Deadline: July 2016

Name of Grant: Local Aid Infrastructure Fund (LAIF / Discretionary Aid)

Grantor: New Jersey Department of Transportation

Grant Period: Fiscal Year 2016

Estimated Award Amount (*if known*): Award Unknown - Requesting \$2.5 million dollars

Matching Requirement: No Yes 20 % State Non-participating in cost for Design & Police Salary Hours

Proposed Utilization of Funds:

- | | | | |
|---|--------------------------------------|--|---------------------------------|
| <input type="checkbox"/> Overtime Salaries | <input type="checkbox"/> Salaries | <input checked="" type="radio"/> Sworn | <input type="radio"/> Non-Sworn |
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Equipment | | |
| <input checked="" type="checkbox"/> Contractual | <input type="checkbox"/> Other _____ | | |
| <input type="checkbox"/> Supplies | | | |

Comments:

Proposed application for Ocean Avenue Roadway Improvements from Merritt Street to Grand Street.

Jersey City Project No: 16-022E.

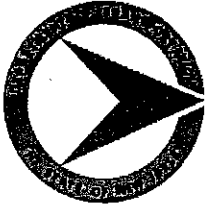
Project/Program Coordinator (Name, Title): Jose R. Cunha, Director of Engineering

Authorized Signatures:

Submitted by: Jose R. Cunha Approve / Disapprove Date 5/16/16

Department Director: _____ Approve/Disapprove Date _____

Budget Officer: _____ Approve/Disapprove Date _____



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

TYPE OF IMPROVEMENT

Infrastructure

Bikeway

Purpose

Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).

Bridge Preservation

Primary project purpose is for improving the condition of Bridge infrastructure (e.g. new deck, rehabilitation, replacement).

Mobility

Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).

Pedestrian Safety

Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).

Quality of Life

Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.

Roadway Preservation

Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).

Roadway Safety

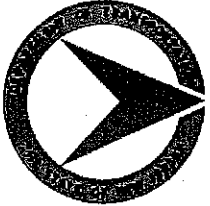
Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, and striping).

5/16/2016

Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

PROJECT NAME



Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download the excel spreadsheet here, fill it out and attach it below.

Project Title:

Ocean Avenue Resurfacing Project

From:

Ocean Avenue and Bramhall Avenue

To:

Ocean Avenue and Merritt Street

Project Distance (Miles): 2.2



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

PROJECT LOCATION

County:

Hudson County

Municipalities:

Jersey City

DRAFT

5/16/2016



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

Scope of Work

The City of Jersey City is requesting \$2.5 million in funding from the New Jersey Department of Transportation Local Aid Infrastructure Fund to support the resurfacing and incidental construction for pedestrian safety along Ocean Avenue and installation of ADA compliant curb ramps spanning the length of the corridor. Ocean Avenue is classified by NJDOT as a minor arterial roadway and is a vital transportation and economic corridor traversing 2.2 miles of southern Jersey City and connects the southern Greenville neighborhood and Bergen/Lafayette neighborhoods with the central and downtown areas of the city. The north-south configuration of the roadway The current state of repair of the roadway is insufficient to support its average daily traffic and presents a number of safety concerns to motorists, pedestrians and bicyclists. Further, the deterioration of the roadway surface has a significant impact on the economic sustainability of the corridor, which includes a substantial number of commercial properties.

The scope of work to be completed with the requested funding includes the milling, repaving and striping of the roadway surface, replacement of concrete sidewalks, repair and/or replacement of curbing, and replacement and/or relocation of catch basins, manhole covers, bicycle safety grates, and installation of pedestrian safety signage. Please note since the Roadway Data Sheet does not allow for variations, the numbers shown are averages.

Ocean Avenue is in poor condition and in need of a resurfacing in

Scope Of Work

LAIF-2016-Ocean Avenue Resurfacing Project-00019

txtScopeWork continued

order to maintain the structural integrity and to avoid costly reconstruction in a few years if left in the current condition. The road has many cracks, patches, depressions, utility trench repairs and areas of pavement failure. Sidewalk replacement is required for pedestrian safety and to avoid trip and fall accidents.

This project conforms to the NJDOT Complete Streets policy adopted by the city. A Complete Street is defined as a way to provide safe access for all users by designing and operating an all-inclusive, integrated, connected multi-modal network of transportation alternatives.

The project includes, but is not limited to the following:

- á Replacement and construction of Concrete Curb (6,100 linear feet)
- á Installation of ADA compliant Curb Ramps, where required with Detectable Warning Surfaces
- á Repair of the roadway base
- á Replacement of the Catch Basin Cast Iron Curb Pieces with environmentally acceptable Catch Basin Curb Pieces
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- á Resetting and/or replacement of Catch Basin and Manhole Castings
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- á Long Life Traffic Stripes
- á Installation of Pedestrian Countdown Traffic Signal Heads

Bid documents could be ready within nine months of notification of application approval. Manhattan Avenue was previously approved as a 1994 NJDOT Municipal Aid Project.



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

Scope of Work (continued)

Location Map - 8.5 x 11 only - showing project limits
1333452-JC-LAIF-2016-00019ProjectLocationMap.pdf

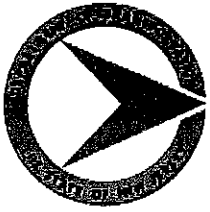
Note: All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:

Does this project include a traffic signal? Yes No
If Yes, please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes No
Project must adhere to ADA design and construction standards as per AASHTO.
If No, list Design Exceptions below

DRAFT



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

ROADWAY DATA SHEET

Project Classification

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

Existing Road Conditions. Please enter minimum Widths. If not known enter Zero.

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT: 12500

Truck Traffic over 5 Tons (%): 13

Legal Speed Limit (mph): 25

Right of Way Width (feet): 70

Is this Project located on a Commuter Bus Route? Yes No

Pavement Width (feet): 42

Shoulder Width (feet): 0

Curbing: One Side Both Sides Neither

Sidewalk: One Side Both Sides Neither

Existing Minimum Width (feet): 14

Parking Restrictions:

Proposed Improvements: Please enter minimum Widths. If not known enter Zero.

Right of Way Width (feet): 70

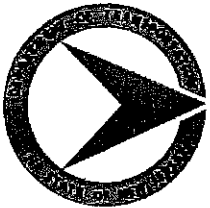
Pavement Width (feet): 42

Shoulder Width (feet): 0

Curbing: One Side Both Sides Neither

Sidewalk: One Side Both Sides Neither

Proposed Minimum Width (feet): 14



ROADWAY DATA SHEET (Continued)

Parking Restrictions:
generally allowed both sides

Is there an existing bridge being replaced or repaired? Yes No

If Yes, please return to the Main Menu and begin a new application with Bridge Preservation selected on the Type of Improvement page.

Are there any public facilities within ½ mile of the project limits? (e.g. Retail centers, school, worship place, library, first station, etc.?)

Ocean Avenue is a major north-south corridor in Jersey City, where north-south corridors are limited due to the narrowness of the Hudson County peninsula. Ocean Avenue is one of four main commercial corridors in Jersey City, and is a particular focus of the Jersey City Office of Innovation's efforts to revitalize commercial corridors. Along with the corridor are numerous public facilities, including two post offices, Elementary School #41, Glenn D. Cunningham Early Childhood Center, Bayside Park and 22 NJ Transit Bus Stops. The corridor is also lined with numerous houses of worship, grocers and supermarket, restaurants and eateries, pharmacies, day care centers, and other critical facilities for supporting the quality of life for neighborhood residents and vibrancy of a major commercial corridor.



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

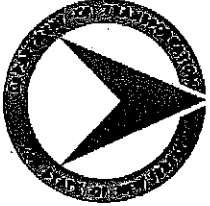
Roadway Data Sheet (Continued)

If the project improves safety, please explain below

The riding quality on the streets will be improved, thus providing drivers with a more stable and safer ride. In some cases the pavement is so deteriorated, a driver could lose control of their vehicle. By providing a better riding surface, safety will be increased. The unevenness of the pavement causes unsafe travel conditions and increases congestion because of decreased operating speeds of vehicles. Many vehicles weave to avoid depressions in the pavement.

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5/16/2016



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

TOTAL ESTIMATED COST OF IMPROVEMENT

Construction Cost: \$1,991,910.85

Please attach a Detailed Construction Cost Estimate
(Word, Excel, or PDF format please)
1344142-JerseyCity-OceanAvenueCostEstimate.pdf

Design Engineering:
(List only if eligible for Urban Aid or as a Depressed Rural Center)
\$200,000.00

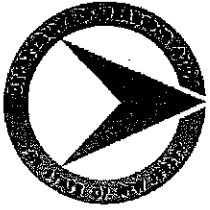
Right-Of-Way:
(List only if eligible for Urban Aid or as a Depressed Rural Center)
\$0

Construction Inspection and Material Testing if requesting:
(15% of the final allowable construction cost maximum)
\$295,000.00

Total Estimated Cost: \$2,486,910.85

Total Requested Amount: \$2,486,910.85

If you have submitted or plan to submit other applications, please prioritize your applications by assigning them a priority rating. Use number 1 for the highest priority. If you only plan to submit this application, please enter 1 as the priority rating: 1



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

Applicant Information

Name of Grantee: Jersey City

Organization Address

Jersey City

280 Grove Street

Jersey City, NJ 07302-3610

Phone: (201) 547-5150

Email Address:

Federal Tax Identification Number: 226002013

Vendor Number: 226002013-99

Vendor Unit: JERSEY CITY TREASURER

Vendor Unit Address:

CITY HALL

280 GROVE ST

JERSEY CITY, NJ 07302

Application Initiation Date: 08/20/2015

Mayor Information

First Name:

Last Name:

County:

Municipality:

Address 1:

Address 2:

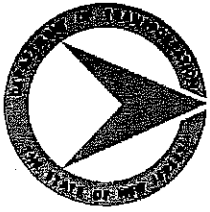
City:

State:

Zip:

Phone:

E-mail:



Jersey City

LAIF-2016-Ocean Avenue Resurfacing Project-00019

Applicant Information

Clerk Information

First Name:

Last Name:

County:

Municipality:

Address 1:

Address 2:

City:

State:

Zip:

Phone:

E-mail:

Municipal Engineer

First Name:

Last Name:

County:

Municipality:

Address 1:

Address 2:

City:

State:

Zip:

Phone:

E-mail:

5/16/2016

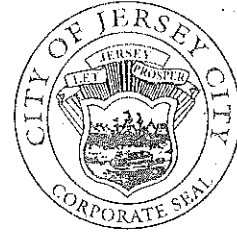
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.349

Agenda No. 10.Z.2

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY

COUNCIL AS A WHOLE offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) hired new Police Recruits on January 11, 2016 to begin in-service training, and

WHEREAS, academy training began on January 15, 2016, and

WHEREAS, it is necessary for the new Police Recruits to attend a training academy certified by the State of New Jersey, and

WHEREAS, the Union County (County) John H. Stamler Police Academy located at 1776 Raritan Road, Scotch Plains, NJ 07076 has the facilities to satisfy this training need; and

WHEREAS, the County reserved 20 slots to permit the new Jersey City Police Recruits to attend its academy; and

WHEREAS, the cost of training is one thousand eight hundred ninety dollars (\$1,890.00) per Police Recruit and every fourth recruit free, and

WHEREAS, the number of police recruits shall not exceed a maximum of twenty (20) for a total amount of thirty four thousand twenty (\$34,020) dollars, and

WHEREAS, the training commenced on January 15, 2016 and continues until June 14, 2016, and

WHEREAS, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

City Clerk File No. Res. 16.349
Agenda No. 10.7.2 MAY 25 2016

TITLE:

WHEREAS, funds in the amount of \$10,000.00 are available in the 2016 fiscal year temporary budget;

Department of Public Safety/Division of Police

Acct. No.	P.O.# <i>121093</i>	Amount
01-201-25-240-307		Temp Encumb. \$10,000.00
		Total Contract \$34,020.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized to execute the attached letter permitting 20 Jersey City Police Recruits to attend the Union County John H. Stamler Police Academy from January 15, 2016 to June 14, 2016.
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal permanent budget.

I, *Donna Mauer* (Donna Mauer), Chief Financial Officer certify that there are sufficient funds available for payment of this resolution in Account No. 01-201-25-240-307.

APPROVED: *Jerome Cole*
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM *[Signature]*
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	SGT. MORGAN TORRES	TRAINING COMMANDER
Phone/email	201-547-6535	MTORRES@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

HIRING AND TRAINING OF 20 POLICE RECRUITS

I certify that all the facts presented herein are accurate.

Jerome Pule
Signature of Department Director

2/16/16
Date


DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City.
2. Attached to this Certification is a resolution awarding a contract to John H. Stamler Police Academy to provide the Jersey City Police Department with training Police Recruits.
3. The term of the contract is from January 15, 2016 to June 14, 2016.
4. The amount of the contract is \$34,040.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

2/16/16



James Shea, Public Safety Director



John H. Stamler Police Academy

COUNTY of UNION, New Jersey



A Unique Partnership

December 21, 2015

Sergeant Morgan Torres
Jersey City Police Department Training Unit
73-85 Bishop Street – Room 121
Jersey City, New Jersey 07304

Re: Basic Course for Police Officers Tuition Costs

Dear Sergeant Torres:

The Jersey City Police Department is enrolling twenty (20) recruits into the 114th Session of the Basic Course for Police Officers at the John H. Stamler Police Academy.

Costs associated with the Jersey City Police Department recruits are as follows:

Tuition (per recruit):	\$1,890.00
Range Fee (per recruit):	\$100.00
Drug Testing (per recruit):	\$90.00

Accordingly, the total costs for Jersey City Police Department for the 114th Session which commences on January 15, 2016 are:

* Tuition	- \$30,240.00
Range Fee	- \$2,000.00
Drug Testing	- \$1,800.00

* Every 5th recruit attends at no cost.

Total - \$34,020.00

Please remit payment to the John H. Stamler Police Academy, 1776 Raritan Road, Scotch Plains, New Jersey, 07076.

Very truly yours,

ERIC G. MASON
Academy Director

Imp
c File

Requisition #
0173469

CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
Requisition

Assigned PO #

Vendor
JOHN H. STAMLER POLICE ACADEMY
1776 RARITAN ROAD
SCOTCH PLAINS NJ 07076

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Dept. Ship To
JCPD / POLICE ACADEMY
73-85 BISHOP STREET
JERSEY CITY NJ 07304

JO302460

Contact Info
SGT.MORGAN TORRES
2016313323

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCE FUNDS	01-201-25-240-307	10,000.00	10,000.00

FOR THE PAYMENT OF NEW POLICE RECRUITS
FOR JERSEY CITY POLICE DEPARTMENT THAT
BEGIN ON JANUARY 15,2016;

TEMPORARY ENCRUMBRANCE: \$10,000.00
TOTAL CONTRACT: \$34,020.00

Requisition Total 10,000.00

Req. Date: 02/10/2016

Requested By: FMCIPHERSON

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.350

Agenda No. 10.Z.3

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH BR HILLCORN EQUITIES, LLC THE OWNER OF A PARKING LOT AT 81-95 CORNELISON AVENUE, JERSEY CITY PERMITTING CITY EMPLOYEES TO PARK THEIR VEHICLES IN THE PARKING LOT

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, BR Hillcorn Equities, LLC ("Licensor") is the owner of a parking lot located at 81-95 Cornelison Avenue, Jersey City ("Property"); and

WHEREAS, the City of Jersey City ("City") needs a parking lot for City employees who work at City offices located at 199-205 Summit Avenue; and

WHEREAS, the Licensor requires the City to execute a License Agreement permitting the City to use the Property; and

WHEREAS, the term of the License Agreement is one year effective May 1, 2016 and shall continue on a month-to-month basis thereafter subject to either party's right to cancel the License Agreement by providing sixty days' written notice; and

WHEREAS, the monthly License fee will be \$3,135.00; and

WHEREAS, funds in the amount of \$10,000.00 are available in the 2016 fiscal year temporary budget in Account No. 01-201-31-432-304; and

WHEREAS, the balance of the funds will be made available in the 2016 fiscal year permanent budget and in the subsequent fiscal year budget.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto with BR Hillcorn Equities, LLC permitting the City to use a parking lot located at 81-95 Cornelison Avenue, Jersey City;


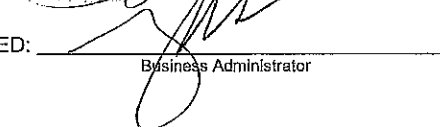
TITLE:


RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH BR HILLCORN, LLC THE OWNER OF A PARKING LOT AT 85-91 CORNELISON AVENUE, JERSEY CITY, PERMITTING CITY EMPLOYEES TO PARK THEIR VEHICLES IN THE PARKING LOT.

- 2. The term of the License Agreement is one year effective May 1, 2016 and shall continue on a month-to-month basis thereafter subject to either party's right to cancel the License Agreement by providing sixty days' written notice;
- 3. The monthly license fee shall be \$3,135.00; and
- 4. Funds in the amount of \$10,000.00 are available in Account No. 01-201-31-432-304. The balance of the funds will be made available in the 2016 fiscal year permanent budget and in the subsequent fiscal year budget.

PO 121067 *Anna Mann, CFO*

RR
5-11-16

APPROVED: 
 APPROVED: 
 Business Administrator

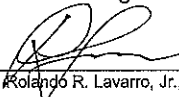
APPROVED AS TO LEGAL FORM 
 Corporation Counsel
 Certification Required
 Not Required
APPROVED 8-0

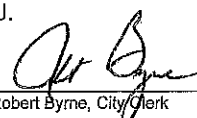
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH BR HILLCORN EQUITIES, LLC THE OWNER OF A PARKING LOT AT 81-95 CORNELISON AVENUE, JERSEY CITY PERMITTING CITY EMPLOYEES TO PARK THEIR VEHICLES IN THE PARKING LOT

Project Manager

Department/Division	Business Administration	
Name/Title	Dominick Pandolfo <i>[Signature]</i>	Asst. Business Administrator
Phone/email	547-5147	Dominick@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

BR Hillcorn Equities, LLC ("Hillcorn") is the owner of a parking lot located at 81-95 Cornelison Avenue, Jersey City. The City needs a parking lot for City employees who work at City offices located at 199-205 Summit Avenue. Hillcorn requires the City to execute a License Agreement permitting the City to use the parking lot. The term of the License Agreement is one year effective May 1, 2016 and shall continue on a month-to-month basis thereafter subject to either party's right to cancel the License Agreement by providing sixty days' written notice. The monthly License fee will be \$3,135.00.

Cost (Identify all sources and amounts)

\$3,135.00 per month

Contract term (include all proposed renewals)

One year effective as of May 1, 2016, thereafter month-to-month subject to cancellation on 60 day' notice

Type of award License Agreement for use of property

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

[Signature]
Signature of Department Director

5/18/16
Date

LICENSE AGREEMENT

This license agreement (the "**Agreement**" or "**License**"), is made by and between **BR HILLCORN EQUITIES, LLC**, a Delaware limited liability company with a principal office at 1 Elmcroft Road, Suite 500, Stamford, Connecticut, hereinafter called the "**Licensor**", and **THE CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, City Hall, 280 Grove Street, Jersey City, New Jersey, hereinafter called the "**Licensee**".

WITNESSETH:

That the Licensor does grant to the Licensee the right to occupy that certain parking lot on the real property located at 81-95 Cornelison Avenue, Jersey City, New Jersey (the "**Demised Premises**") for a period of one (1) year and thereafter continuing on a month-to-month basis, commencing May 1, 2016. The real property subject to this License is more particularly described in Exhibit A annexed hereto.

The Licensor covenants with the Licensee that it has good right to grant a license to use the Demised Premises in the manner aforesaid and that it will permit the Licensee to occupy the Demised Premises during the term of this Agreement provided that the Licensee keeps all the covenants hereinafter contained.

The Licensee covenants with the Licensor to hire the Demised Premises and to make the payments therefore as hereinafter stated and to keep all the covenants hereinafter contained.

It is agreed that the following covenants shall be binding:

1. **PURPOSE/TERM OF LICENSE:** Licensee shall use and occupy the Demised Premises for parking of operable automobiles by the Licensee's employees, invitees and visitors and shall not permit the same to be used for any other purpose. The term of this License shall be for an initial period of one (1) year and thereafter continuing on a month-to-month basis, with either party having the right to terminate the Agreement following the initial one (1) year period by giving sixty (60) days written notice to the other party in accordance with the provisions of Section 19 hereof.

2. **USE OF AND ACCESS TO DEMISED PREMISES:** Subject to the terms and conditions of this License, the Licensee may make the parking spaces located on the Demised Premises available to individuals for daily use. Overnight parking shall be prohibited; provided, Licensor permits Licensee to make use of temporary overnight parking (specifically excluding the storage of motor vehicles) upon prior notice to and coordination with Licensor's property manager.

3. **CONDITION OF DEMISED PREMISES:** The Licensee, at its sole cost and expense, shall perform snowplowing and salting of the Demised Premises as and when reasonably necessary to ensure sufficient ingress/egress to the Demised Premises and full use

thereof in accordance with the terms of this Agreement and shall otherwise keep the Demised Premises in clean and good condition. The Licensee shall exercise good care in its use of the Demised Premises and its fixtures and shall not commit or allow any waste or injury. The right to use the Demised Premises is granted in an "as is" condition. The Licensee shall be liable for all damage to the Demised Premises to the extent caused by Licensee's employees, invitees and visitors entering onto and making use of Licensor's property pursuant to this Agreement or by the vehicles operated by such persons. Licensee agrees that all automobiles will be in good working order and neat and clean in appearance. Licensee agrees that no vehicle repairs or vehicle maintenance of any kind will be performed in or about the Demised Premises.

4. **ALTERATIONS AND FIXTURES**: The Licensee shall not make any alteration in or to the Demised Premises without the express written consent of the Licensor, which consent the Licensor may withhold in its sole and absolute discretion. Notwithstanding the foregoing, the Licensee may reconfigure and/or restripe the parking lot located on the Demised Premises at any time during the term of this Agreement; provided, at the end of the term of this Agreement the Licensee shall return the Demised Premises to the Licensor with the parking configuration and striping as of the date the term of this Agreement commenced.

5. **PAYMENT OF LICENSE FEE**: Throughout the term of this license, Licensee shall pay to Licensor a monthly fee of Three Thousand One Hundred Thirty Five and 00/100 Dollars (\$3,135.00) (the "**License Fee**"). The License Fee shall be payable monthly in advance on the first date of each month during the term of this license. In the event that any monthly payment herein provided for is not received by the Licensor within ten (10) days of the due date, the Licensee shall pay to the Licensor a "late charge" computed at five percent (5%) of the amount of the payment not so received by the Licensor, which "late charge" shall become due on the 11th day after said due date. Such "late charge" may be assessed from the funds next received by the Licensor, whether intended for that purpose or not. In the event that any monthly payment herein provided for is not received within twenty (20) days after it shall become payable, or if the Licensee shall fail to comply with any of the covenants herein contained, provided that as to any covenants other than the payment of the License Fee, Licensee shall have a period of fifteen (15) days after its receipt of written notice from Licensor within which to cure any failure to comply with any term hereof, then it shall be lawful for the Licensor at its option to terminate the License and the Licensor may at any time thereafter without any re-entry recover possession of the Demised Premises, terminate any access to the Demised Premises, and all right to any notice to quit possession or to any summary process action is expressly waived by the Licensee.

6. **DAMAGE BY FIRE, EXPLOSION, THE ELEMENTS OR OTHERWISE**: In the event of the destruction of the Demised Premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises unfit for the use contemplated herein, then and in such case the term hereby created shall, at the option of either party, cease and become null and void from the date of such damage or destruction, and the Licensee shall immediately surrender said premises and all the Licensee's interest therein to the Licensor, and shall make the payments herein contemplated only to the time of such surrender, in which event the Licensor may re-enter and re-possess the premises thus discharged from this license agreement and may remove all parties

therefrom.

7. INSURANCE & LIABILITY:

(A) The Licensee agrees to insure its contents and furnishings on the Demised Premises and, except to the extent of any loss or damage caused by the negligence or willful misconduct of Licensor, agrees to indemnify and save the Licensor harmless from any claims and liability for losses of or damage to property, or injuries to persons occurring in or about the Demised Premises caused by Licensee or its employees, invitees or visitors. The Licensor, Prime Real Estate, LLC, the Beacon Property Owners Association, Inc. and Beacon Redevelopment LLC shall be named as an additional insured on the Licensee's liability policy. Licensee agrees that parking at the Demised Premises is at their own risk and Licensor shall not have any liability whatsoever in the event of damage or destruction to automobiles parked at the Demised Premises, except to the extent caused by the negligence or willful misconduct of Licensor, its employees or agents.

(B) Licensor shall maintain a minimum of \$5 million of general liability insurance coverage with respect to the Demised Premises.

(C) Licensor and Licensee each hereby waives its respective right of recovery against the other and each releases the other from any claim arising out of loss, damage or destruction to the Licensed Premises and contents thereon or therein, to the extent of net insurance proceeds actually received by the releasing party, whether or not such loss, damage or destruction may be attributable to the fault or negligence of either party, or any of its respective partners, agents, invitees, contractors or employees, or any agents, invitees, contractors or employees of any partner or member of Licensor. Each party shall look first to the proceeds of its respective property insurance policy (and to its own funds to the extent it is self-insured) to compensate it for any such loss, damage or destruction. Licensor and Licensee shall diligently attempt to cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies and insurance carried in connection with the Licensed Premises or the contents of either of them. Anything in this Agreement to the contrary notwithstanding, Licensor and Licensee shall look first to the proceeds of their respective insurance policies before proceeding against each other in connection with any claim relating to any matter covered by this Agreement.

8. **SIGNS:** No sign, awning, or illumination shall be installed by the Licensee without the written consent of the Licensor, which consent shall not be unreasonably conditioned, withheld or delayed.

9. **HAZARDS:** The Licensee shall not allow in the Demised Premises any act or thing deemed by the Licensor to be extra-hazardous on account of fire or health.

10. **OBSTRUCTIONS:** No sidewalk, entrance hall, corridor, stairway, or fire escape shall be obstructed or used by the Licensee for any purpose other than that of ingress to and egress from the Demised Premises.

11. **NUISANCE**: The Licensee shall not indulge in, or allow anyone at the Demised Premises or the property of which it is a part to indulge in noisy or disorderly conduct or allow at the Demised Premises any person of improper behavior.

12. **SURRENDER**: At the end of the term, or sooner termination of this License, the Licensee shall peaceably quit and surrender the Demised Premises.

13. **ASSIGNMENT**: The Licensee shall not assign this License or any part thereof. Notwithstanding the foregoing, the Licensor acknowledges that it is the Licensee's intent to make available individual parking spaces to Licensee's employees, invitees and visitors, and such activity shall not constitute an improper assignment or sublease of the Demised Premises.

14. **FEES AND EXPENSES**: The Licensee shall pay all costs and expenses, including Licensor's reasonable attorney's fees, incurred by Licensor to collect unpaid monthly payments, and each breaching party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party upon any claim for damages suffered by such other party by the breach of any agreement herein, and/or upon the enforcement of any of the items hereof.

15. **COMPLIANCE**: The Licensee shall comply with all laws and regulations of the State of New Jersey and the City of Jersey City applicable to the Demised Premises, and shall be responsible for any permits or approvals required for the use intended by this License.

16. **SUBORDINATION**: This License shall be subject and subordinate to the liens of all mortgages which now or in the future affect the building and property of which the Demised Premises are a part, without the need for further documentation. The Licensee agrees to execute such documentation as any proposed or actual mortgagee or purchaser may reasonably require, verifying the existence of this License, the terms thereof, and the event or non-event of any default.

17. **BINDING ON SUCCESSORS, ETC.**: All of the terms, covenants and conditions of this License shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

18. **DUPLICATE COPIES**: This License is executed in duplicate or multiple copies, each of which shall be deemed to be the original License for all purposes.

19. **NOTICES**: Notices, statements, demands, or other communications required or permitted to be given, rendered or made by either party to the other pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Agreement) and shall be deemed to have been properly given, rendered or made, when received by certified mail with return receipt or overnight courier delivery with receipt of delivery, or delivery refused, addressed to the other parties, as follows:

To Licensor:
BR Hillcorn Equities, LLC

1 Elmcroft Road, Suite 500
Stamford, CT 06902
Attn: Carl R. Kuehner

with a copy to:

BR Hillcorn Equities, LLC
1 Elmcroft Road, Suite 500
Stamford, CT 06902
Attn: David Fite Waters, Esq.

To Licensee:

City of Jersey City
City Hall
280 Grove Street
Jersey City, NJ 07302
Attn: Robert Kakoleski

Any party listed in this Section may, by notices as aforesaid, designate a different address for addresses for notices, statements, demands or other communications intended for it.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, as of this
_____ day of May, 2016.

BR HILLCORN EQUITIES, LLC

By _____

Authorized Signatory

CITY OF JERSEY CITY

By _____

Robert Kakoleski, Business Administrator

EXHIBIT A

Address:

81 Cornelison Avenue
95 Cornelison Avenue

Block / Lot:

Block 15304 Lot 11
Block 15304 Lot 10



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.351

Agenda No. 10-Z-4

Approved: MAY 25 2016



TITLE:

RESOLUTION AUTHORIZING A REMEDIATION AND ACCESS AGREEMENT FOR NJDEP CHROME SITE 205 BY AND BETWEEN THE "A" CONDOMINIUM ASSOCIATION, INC., THE CITY OF JERSEY CITY AND HONEYWELL INTERNATIONAL INC.

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, in 2005 the New Jersey Department of Environmental Protection ("NJDEP") filed a suit known as *New Jersey Dep't of Env't'l Protection et al. v. Honeywell Int'l Inc. et al.* Civ. No. C-77-05 (Sup. Ct. Chancery, Hudson City, N.J.) (hereinafter the "Orphan Site Litigation") against Honeywell International Inc. ("Honeywell") and several other defendants alleging that such defendants were liable for the remediation of chromate chemical production waste ("CCPW") at various sites in and around Jersey City; and

WHEREAS, in September 2011, the Court in the Orphan Site Litigation entered a Consent Judgment pursuant to which remedial responsibility for various sites containing CCPW was allocated among the defendants; and

WHEREAS, pursuant to the Consent Judgment, Honeywell agreed to accept responsibility for the remediation of CCPW at a property known as the "Urban Redevelopment Partners Site 205" ("Site 205") property; and

WHEREAS, the Site 205 property is also known as 389 Washington Street and 108 First Street; and

WHEREAS, in February 2012, Athena Jersey City Urban Renewal LLC ("Athena") entered into a Park Dedication Agreement and a Deed of Easement with the City of Jersey City ("City") dedicating an easement to the City over a portion of Site 205 for the purpose of managing and maintaining the property as a public park; and

WHEREAS, this portion of Site 205 is also known as the First Street Park; and

WHEREAS, the "A" Condominium Association ("Association") acquired Site 205 from Athena and is currently the fee simple owner of the property; and

WHEREAS, 110 First Street Urban Renewal Associates, LLC ("110 First Street"), the owner of the property located to the west and adjacent to Site 205, is proposing to make certain upgrades and improvements to the First Street Park, which plans have been reviewed and approved by the City and the Association; and

WHEREAS, 110 First Street will construct the First Street Park improvements after Honeywell completes certain environmental remediation work on the portion of Site 205 that includes the First Street Park; and

WHEREAS, Honeywell, the City, and the Association desire to cooperate in Honeywell's remediation of Site 205.

City Clerk File No. Res. 16.351

Agenda No. 10.2.4 MAY 25 2016

TITLE:

RESOLUTION AUTHORIZING A REMEDIATION AND ACCESS AGREEMENT FOR NJDEP CHROME SITE 205 BY AND BETWEEN THE "A" CONDOMINIUM ASSOCIATION, INC., THE CITY OF JERSEY CITY AND HONEYWELL INTERNATIONAL INC.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Remediation and Access Agreement for NJDEP Chrome Site 205 with the "A" Condominium Association, Inc. and Honeywell International Inc. which is attached hereto.

RR
4-15-16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Refando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A REMEDIATION AND ACCESS AGREEMENT FOR NJDEP CHROME SITE 205 BY AND BETWEEN THE "A" CONDOMINIUM ASSOCIATION, INC., THE CITY OF JERSEY CITY AND HONEYWELL INTERNATIONAL INC.

Initiator

Department/Division	Administration	Architecture
Name/Title	Brian Weller	Director
Phone/email	547-5900	BWeller@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

In 2005 the NJDEP filed a lawsuit, the "Orphan Site Litigation", against Honeywell International Inc. ("Honeywell") and other defendants alleging that the defendants were liable for the remediation of chromate chemical production waste ("CCPW") at various sites in Jersey City. In Sept. 2011, the Court in the Orphan Site Litigation entered a Consent Judgment pursuant to which remedial responsibility for various sites containing CCPW was allocated among the defendants. Under the Consent Judgment, Honeywell agreed to accept responsibility for the remediation of CCPW at a property known as the "Urban Redevelopment Partners Site 205" ("Site 205") property. The Site 205 property is also known as 389 Washington Street and 108 First Street. In Feb. 2012, Athena Jersey City Urban Renewal LLC ("Athena") gave the City a Deed Easement dedicating a portion of Site 205 as a public park known as the First Street Park. The "A" Condominium Association ("Association") acquired Site 205 from Athena and is currently the fee simple owner of the First Street Park. 110 First Street Urban Renewal Associates, LLC ("110 First Street"), the owner of the property located to the west and adjacent to Site 205, is proposing to make certain upgrades and improvements to the First Street Park. 110 First Street will construct the First Street Park improvements after Honeywell completes certain environmental remediation work on the portion of Site 205 that includes the First Street Park.

I certify that all the facts presented herein are accurate.

Signature of Department Director

5/18/16

Date

**Remediation and Access Agreement
For NJDEP Chrome Site 205**

By and Between

**“A” Condominium Association, Inc., the City of Jersey City, New Jersey
and Honeywell International Inc.**

Whereas, in 2005 the New Jersey Department of Environmental Protection (“NJDEP”) filed a suit known as *New Jersey Dep’t of Env’tl Protection et al. v. Honeywell Int’l Inc. et al.* Civ. No. C-77-05 (Sup. Ct. Chancery, Hudson City, N.J.) (hereinafter the “Orphan Site Litigation”) against Honeywell International Inc. (“Honeywell”) and several other defendants alleging that such defendants were liable for the remediation of chromate chemical production waste (“CCPW”) at various sites in and around Jersey City, New Jersey;

Whereas, in September 2011, the Court in the Orphan Site Litigation entered a Consent Judgment pursuant to which remedial responsibility for various sites containing CCPW was allocated among the defendants.

Whereas, pursuant to the Consent Judgment, Honeywell agreed to accept responsibility for the remediation of CCPW at a property known as the “Urban Redevelopment Partners Site 205” (“Site 205”) property, and PPG Industries agreed to reimburse Honeywell for 50% of the costs of the remediation of CCPW at Site 205.

Whereas, on August 19, 2008, a remedy for historic fill was implemented by Athena Jersey City Urban Renewal LLC for Site 205, which included a brick/asphalt cap (6 inches of brick/asphalt underlain by geotextile fabric) for the walkway areas and a landscaped clean fill cap (2-feet of clean fill underlain by a geotextile fabric) for the remainder of the site. (“Historic Fill Remedy”) as well as a deed notice to protect the Historic Fill Remedy from intrusive activities. In addition, on February 6, 2006 a remedy for historic fill was implemented by New Jersey Transit Corporation for a 10-foot wide access and maintenance easement along the eastern boundary for Site 205, which included a deed notice to protect the Historic Fill Remedy from intrusive activities.

Whereas, on February 15, 2012, Athena Jersey City Urban Renewal LLC entered into a Park Dedication Agreement (“Park Dedication Agreement”) and a Deed of Easement with the City of Jersey City (“City”) dedicating an easement to the City over Site 205 for the purpose of managing and maintaining Site 205 as a public park.

Whereas, the “A” Condominium Association (“Association”) acquired Site 205 from Athena Jersey City Urban Renewal LLC, and is the fee simple owner of Site 205..

Whereas, 110 First Street Urban Renewal Associates, LLC, the owner of the property to the west of Site 205, is proposing to make certain upgrades and improvements to the park on Site 205, which plans have been subjected to review and approval by the City and the Association.

Whereas Honeywell, the City and the Association desire to cooperate in Honeywell's remediation of Site 205.

Now Therefore, for good and valuable consideration as set forth more fully herein, Honeywell, the City and the Association agree as follows:

I. Definitions

The Association shall mean The "A" Condominium Association, Inc.

The City shall mean the City of Jersey City, New Jersey.

Consent Judgment shall mean the Consent Judgment dated September 7, 2011 in the Orphan Site Litigation.

Deed of Easement shall mean the Deed of Easement Dedicating Certain Land and Improvements as a Public Park entered into between Athena Jersey City Urban Renewal LLC and the City of Jersey City dated February 15, 2012.

Historic Fill Remedy shall mean the remedy implemented in February 6, 2006 and August 19, 2008 and approved by NJDEP which addresses contamination from historic fill.

Honeywell shall mean Honeywell International Inc.

NJDEP shall mean the New Jersey Department of Environmental Protection.

Park Dedication Agreement shall mean the Athena Jersey City Urban Renewal LLC Park Dedication Agreement entered into between Athena Jersey City Urban Renewal LLC and the City of Jersey City dated February 15, 2012.

Party shall mean either the City, the Association or Honeywell, and "the Parties" shall mean the Association, the City and Honeywell collectively.

The Property shall mean Site 205, Block 11603, Lot 41.

Site 205 shall mean that property located at 108 First Street and identified as Block 11603, Lot 41, on the tax maps of the City of Jersey City, Hudson County, New Jersey.

II. Remediation and Redevelopment of the Property

2.1 Honeywell's Remediation Obligations.

A. At no cost to the Association or the City, Honeywell will investigate and remediate CCPW on the Property in accordance with a Remedial Action Work Plan

("RAWP") submitted to and approved by the NJDEP. (The Remedial Action Work Plan for Site 205 is attached as Exhibit "A" hereto.) Honeywell shall obtain all remedial permits necessary for the remediation of CCPW on the Property and may proceed with such remediation subject to the procedures set forth in the Consent Judgment.

B. Honeywell will commence the remediation within 30 days of completion of all of the following steps: (i) execution of this Remediation and Access Agreement by Honeywell, the City and the Association; (ii) NJDEP approval of the RAWP; and (iii) Honeywell obtaining all necessary permits to conduct the remediation. Honeywell will complete the remediation within 90 days of commencing the remediation, and will make reasonable efforts to obtain all necessary approvals from NJDEP of the completed remediation within 60 days of completing the remediation.

C. The Association and the City acknowledge and agree to the remedy, as described more particularly in the RAWP, which includes a combination of soil excavation and implementation of engineering and institutional controls, including:

- Excavation of soil to two feet below grade and installation of a demarcation layer and geocomposite drainage layer ("GDL") at the base of the excavation.
- Off-site disposal of the top one and a half feet of excavated material, and replacement with clean fill; stockpiling of soils removed from a depth of 1.5 - 2 feet and reuse of that material in the same depth layer following placement of the GDL and the demarcation layer.
- Deeper soil excavations will be performed at one location where hexavalent chromium was detected at levels above 20 parts per million (ppm), and in two locations to provide clean zones for concrete foundations for future park features (as indicated in Exhibit A). Additional excavations may be performed based on the final development plans for the park.
- A minimum of three feet of clean fill above the demarcation layer
- A deed notice limiting activity on the Property that will interfere with the functioning of the remedy.

2.2 The Association's Remediation Obligations. Honeywell shall have no remediation obligation as to the historic fill and other non-CCPW contamination on the Property, provided that such contamination does not constitute CCPW. Nothing in this Agreement is intended to abridge, foreclose, waive, or otherwise limit the Association from pursuing its rights against any third party for the costs of remediation relating to any non-CCPW contamination or for other claims it may have arising out of the presence of such non-CCPW contamination.

2.3 Institutional Controls. The Association and the City agree to execute, record, and implement a deed notice on the site in support of the implementation and maintenance of the engineering controls as set forth in Honeywell's Remedial Action Work Plan. As a requirement for NJDEP approval of Honeywell's Remedial Action Work Plan, the Association and the City agree to submit a letter to NJDEP to indicate their consent to the application of the aforementioned institutional controls.

2.5 Access. The Association and the City hereby grant Honeywell, its contractors, subcontractors, employees, agents, and representatives access to the Property during reasonable business hours, seven days a week, in order to perform Honeywell's remedial obligations pursuant to Paragraph 2.1 of this Agreement. Honeywell shall give the Association and the City reasonable notice of upcoming work on the Property. Unless exigent circumstances exist, written notice from Honeywell received by the Association and the City no later than 3 business days in advance shall generally constitute reasonable notice. Such notice shall identify the work Honeywell intends to perform and the schedule for the performance of that work.

2.6 Cooperation Between the Parties. The Association, the City and Honeywell shall cooperate to effectuate the remediation set forth in Paragraphs 2.1 and 2.2 in a timely and efficient manner and to integrate that remediation with the redevelopment of the Property. Specifically,

A. Data Sharing. The Parties shall share with each other all environmental data that any Party has obtained with respect to the Property or conditions on, at, or from the Property.

B. Submissions to NJDEP. Honeywell shall provide the Association and the City with copies of all data, submissions, or correspondence submitted to NJDEP with respect to Honeywell's remedial obligations in Paragraph 2.1.

C. Split Samples. At its own expense, each Party shall have the right, but not the obligation, to take split samples of any environmental sampling conducted by the other Party on the Property. The results of any such split sampling shall be shared between the Parties.

D. Permits. The Parties shall cooperate with each other to obtain all necessary remediation permits. Each Party agrees, as the case may be, to provide information within its control to the other Parties to obtain remediation permits. The Association, as Owner of the Property, agrees to serve as co-permittee, as necessary, for any remediation permits that Honeywell is required to obtain.

E. Honeywell Reimbursement for Costs of Review of Documents. Honeywell will reimburse the City and the Association for reasonable costs of reviewing the RAWP, the Deed Notice and other documents and reports related to the

remediation conducted by Honeywell pursuant to Paragraph 2.1, such reimbursement not to exceed \$15,000 each for the City and for the Association.

2.7 Redevelopment of the Property. As between the Parties, Honeywell shall have no responsibility for the redevelopment of the Property or any improvements to the Property for use as a public park.. Redevelopment activities for which the City, the Association or third-parties shall be solely responsible include, but are not limited to:

- A. Obtaining appropriate zoning, permits, approvals, and plans for the redevelopment.
- B. The development of redevelopment plans, designs, and drawings.
- C. The hiring and retention of redevelopment contractors.
- D. The construction of any buildings or other structures on site;
- E. The construction or location of any roads, pavement, parking or other surface amenities on the site;
- F. The location, placement, and construction of all utilities, including water, sewer, electrical, telecommunications, and other utilities.

2.8 Long Term Monitoring and Remediation Obligations

A. Operation & Monitoring Permits. Honeywell shall be listed as the permittee for any Remedial Action Soil Permit ("RASP") for CCPW, and will be required to conduct all operation and monitoring activities required under the RASP at its sole cost and expense. The Association agrees to be listed as a co-permittee for the RASP.

B. The Association and the City's Long Term Obligations. The Association and the City agree to provide Honeywell with reasonable access to the Property for Honeywell to fulfill its long term monitoring and remediation obligations under this Paragraph 2.9, including, if necessary, access on an emergency basis. The Parties shall cooperate in good faith to mitigate any disruption that such long term monitoring and remediation obligations may cause to the City and the Association's use of the Property. In addition, the City and the Association shall, at their own cost and expense:

- i. Provide timely prior notice to Honeywell of any planned activity that may disturb the remedy on the Property .

III. Indemnification and Insurance

3.1 Honeywell's Indemnification of the Association and the City. Honeywell agrees to indemnify the Association and the City, their officers, directors, employees, and agents for any claims, causes of action, damages, or other liabilities (collectively "Losses") to the extent that such Losses arise out of the performance (either directly by Honeywell or by Honeywell's contractors or agents) of Honeywell's remediation obligations set forth in Paragraph 2.1.

3.2 The City's Indemnification of Honeywell. The City agrees to indemnify Honeywell, its officers, directors, employees, and agents for any Losses to the extent that such Losses arise out of the City's performance (either directly by the City or by the City's contractors or agents) of the City's obligations pursuant to the Park Dedication Agreement or the Deed of Easement.

3.3 Insurance. Honeywell agrees to maintain, or to require its contractors to maintain, during the Term of this Agreement, insurance from insurers authorized to conduct business in the state of New Jersey in the forms and with limits of the following provisions:

- a. Worker's Compensation and Employer's Liability Insurance with limits of at least five million dollars (\$5,000,000.00) for each accident for bodily injury.
- b. Commercial General Liability Insurance in an "on occurrence" basis with limits of Five million dollars (\$5,000,000.00) each occurrence for bodily injury and property damage and ten million dollars (\$10,000,000.00) general aggregate.
- c. Business Automobile Liability Insurance with a combined single limit of at least five million dollars (\$5,000,000.00) each accident.
- d. Pollution Liability in the amount of \$5,000,000 per occurrence and in aggregate."

IV. Miscellaneous Provisions

4.1 Effective Date. This Agreement is effective on the date that it is first signed by all Parties.

4.2 No Admission of Liability. Nothing in this Agreement shall be construed to be an admission of liability on the part of any Party.

4.3 Successors and Assigns. This Agreement shall bind the Parties and their respective successors and assigns. The Association shall assign its rights and obligations under this Agreement to any future owner of the Property. Any successor to rights and obligations that were originally the Association's under this Agreement shall, upon divesting

ownership of the Property, assign its rights and obligations under this Agreement to the subsequent owner of the Property.

4.4 Entire Agreement. This Agreement represents the entire Agreement between the Parties.

4.5 Modification and Waiver. This Agreement may not be modified, except by mutual consent of the Parties and in writing, duly executed by the Parties. Failure by any Party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any Party's right to insist upon strict compliance with the provisions hereof. Any Party may hereto waive the benefit of any provision or condition for its benefit contained in this Agreement.

4.6 Third Party Beneficiaries. Except as set forth in Paragraph 4.3, this Agreement is not intended for the benefit of any third party and is not enforceable by any third party.

4.7 Laws of New Jersey. This Agreement shall be governed by the laws of the State of New Jersey. The Parties acknowledge that this Agreement has been executed and delivered in the State of New Jersey, and the Parties submit to the jurisdiction of the courts of the State of New Jersey.

4.8 Counterparts and Authority. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

4.9 Arm's Length Negotiations. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Each Party has been represented by experienced and knowledgeable counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in the Agreement against the Party that has drafted it is not applicable and is waived.

*Subject to FRE 408
Settlement Confidential
Draft Of: May 9, 2016*

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives signing below.

HONEYWELL INTERNATIONAL INC.

BY: _____

TITLE: _____

DATE: _____

"A" Condominium Association, Inc.

BY: _____

TITLE: _____

DATE: _____

City of Jersey City, New Jersey

BY: _____

TITLE: _____

DATE: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.352

Agenda No. 10.Z.5

Approved: MAY 25 2016



TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER AVIDPAY TRUST JOINDER AGREEMENT WITH OLD NORTH STATE TRUST, LLC

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Resolution 15.529 approved on July 15, 2015 authorized a two year contract between the City of Jersey City ("City") and AvidXchange, Inc. ("AvidXchange"); and

WHEREAS, the purpose of the contract is for AvidXchange to process and pay the City's utility bills after checking the bills for errors and performing a tariff analysis to ensure that the City is being billed correctly by the utility companies; and

WHEREAS, the City awarded the contract to AvidXchange pursuant to N.J.S.A. 40A:11-12 because AvidXchange is in possession of State Contract No. A88207; and

WHEREAS, in order to facilitate the payment of the City's utility bills and receive refunds when the City is owed money, it is necessary for the City to execute the Master AvidPay Trust Joinder Agreement ("Agreement") with Old North State Trust, LLC ("Old North") which is a trust company chartered by the North Carolina Banking Commission; and

WHEREAS, Old North will maintain a trust account for City funds dedicated to the payment of the City's utility bills and for utility bill refunds that the City may be entitled to receive.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the attached Master AvidPay Trust Joinder Agreement with Old North State Trust, LLC in connection with the City's contract with AvidXchange Inc.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER AVIDPAY TRUST JOINDER AGREEMENT WITH OLD NORTH STATE TRUST, LLC

Initiator

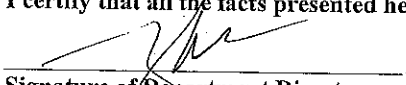
Department/Division	Administration	Office of the Business Administrator
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmercerc@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

In order for AvidXchange to begin processing the City's utility bills, it is necessary for the City to execute the Master AvidPay Trust Joinder Agreement ("Agreement") with Old North State Trust, LLC ("Old North") which is a trust company chartered by the North Carolina Banking Commission. This will allow the City to wire transfer funds for AvidXchange to pay the City's utility vendors after analysis and verification of proper utility rates. It will also allow AvidXchange to process refunds or other adjustments which are due to the City.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/16/16

Date

Master AvidPay Trust Joinder Agreement

THIS JOINDER AGREEMENT is made and entered into as of the last date of execution below, by and between OLD NORTH STATE TRUST, LLC (the "Trustee"), and _____ (the "Company").

WHEREAS, the Company and AvidXchange, Inc. ("Avid") have entered into an agreement (the "Avid Agreement") whereby Avid will assist the Company with the management of the Company's accounts payable and utility bill payments; and

WHEREAS, to facilitate the payment of the Company's accounts payable and utility bill payments under the Avid Agreement, the Company wishes to establish a trust with the Company as the sole beneficiary and the Trustee as the sole trustee to be administered pursuant that certain Master AvidPay Trust Agreement by and among other Avid customers as grantors and beneficiaries, Avid and the Trustee, dated January 11, 2016 (the "Master AvidPay Trust Agreement"); and

WHEREAS, the Company wishes for the Trustee to hold assets for the Company in trust, and to dispose of such funds in accordance with the Avid Agreement and the Master AvidPay Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Company, by virtue of its execution of this Joinder Agreement, does hereby agree to be bound by the terms and provisions of the Master AvidPay Trust Agreement, pursuant to which a trust shall be established for its benefit.

2. Each of Avid and the Trustee, by virtue of their execution of this Joinder Agreement, hereby acknowledge the Company as a party to the Master AvidPay Trust Agreement.

3. This Joinder Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

4. This Joinder Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of North Carolina, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

5. The Trustee may terminate this Joinder Agreement and the trust arrangement between the Trustee and the Company at any time with thirty (30) days' written notice delivered to the Company. In addition, this Joinder Agreement and trust arrangement between the Trustee and the Company will automatically terminate upon termination of the Avid Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have executed this Joinder Agreement as of the date first above written.

COMPANY

Name of Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGED BY:

AVIDXCHANGE, INC.

By: _____

Name: _____

Title _____

Date: _____

OLD NORTH STATE TRUST, LLC

By: _____

Name: _____

Title: _____

Date: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.353

Agenda No. 10.Z.6

Approved: MAY 25 2016

TITLE:



RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 7, 2016

COUNCIL

moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) required printing services for the printing of ballots and supplies for the June 7, 2016 primary election; and

WHEREAS, Barbara Netchert, County Clerk, designated Royal Printing Service as the official printer of the ballots for Hudson County; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(l), contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding; and

WHEREAS, Royal Printing Service, P.O. Box 1000, West New York, New Jersey 07093 agreed to provide printing services for the sum of \$79,100.00; and

WHEREAS, funds in the amount of \$79,100.00 are available in Account No. 2016-01-201-20-121-305; P.O. No. 12117; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the City Clerk has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Royal Printing Service has completed and submitted a Business Entity Disclosure Certification which certifies that Royal Printing Service has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Royal Printing Service from making any reportable contributions during the term of the contract; and

WHEREAS, Royal Printing Service has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Royal Printing Service has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract award in the amount of \$79,100.00 to Royal Printing Service for the printing of official election machine and sample ballots for the primary election held on June 7, 2016 is hereby ratified;
2. The contract award is exempt from formal public bidding pursuant to N.J.S.A. 40A:11-5(1)(l); and

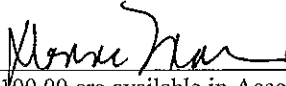
City Clerk File No. Res. 16.353

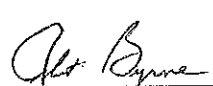
Agenda No. 10.7.6 MAY 25 2016

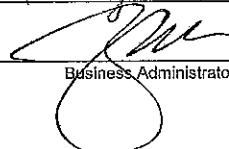
TITLE:

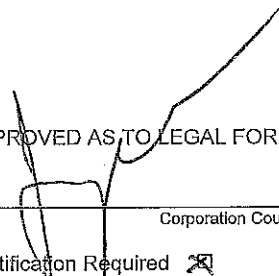
RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 7, 2016

- 3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification, and Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
- 4. The award of this contract is subject to the condition that Royal Printing Service provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, , Donna Mauer, hereby certify that funds in the amount of \$79,000.00 are available in Account No. 2016-01-201-20-121-305; P.O. No. 12117 for payment of this resolution.

APPROVED: , CITY CLERK

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM 

Corporation Counsel

Certification Required

Not Required

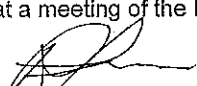
APPROVED 8-0

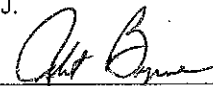
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 7, 2016

Project Manager

Department/Division	Office of the City Clerk	City Clerk's Office
Name/Title	Robert Byrne	City Clerk
Phone/email	201-547-5149; rbyrne@cnj.org	rbyrne@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Ratify contract award to Royal Printing Service for printing Official Election Machine and Sample Ballots for primary election on June 7, 2016

Cost (Identify all sources and amounts)

\$79,100.00

Contract term (include all proposed renewals)

May – June, 2016

Type of award

Other exception

If "Other Exception", enter type

Exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(1)

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

MAY 16 2016
Date

DETERMINATION OF VALUE CERTIFICATION

Robert Byrne, of full age, hereby certifies as follows:

1. As City Clerk of the City of Jersey City (City), I am also the Chief Election Official for the City of Jersey City.
2. The City requires the services of a printer to prepare official machine ballots and sample ballots for the June 7, 2016 Primary Election.
3. N.J.S.A. 40A:11-5(1)(I) of the Local Public Contracts Law indicates that the award of contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding.
4. As Municipal Clerk for the City of Jersey City I recommend ratification of the contract to Royal Printing Service.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: MAY 17, 2016



Robert Byrne, City Clerk



ROYAL PRINTING SERVICE
 P.O. BOX 1000, West New York, NJ 07093
 Phone: (201) 863-3131 • Fax: (201) 867-4437

Invoice

Invoice Number:
133667
 Invoice Date:
May 4, 2016
 Page:
1

Sold To:
 CITY OF JERSEY CITY
 280 GROVE STREET
 JERSEY CITY, NJ 07302

Ship to:

Customer ID	Customer PO	Payment Terms
CJC		Net 30 Days
Sales Rep ID	Shipping Method	Ship Date
	Royal Delivery	

Quantity	Item	Description	Extension
199 115,536		OFFICIAL MACHINE BALLOTS SAMPLE BALLOTS RE: PRIMARY ELECTION 2016	79,100.00

TERMS: NET 10 DAYS. NO DISCOUNT
 A service charge of 2% per month
 will be charged if not paid within 30 days.

2016 MAY - 4 P 1:52
 CITY OF JERSEY CITY
 JERSEY CITY, NJ 07302

Subtotal	79,100.00
Sales Tax	
Freight	
Total Invoice Amount	79,100.00
Payment Received	0.00
TOTAL	79,100.00

Check No:

Requisition #
0174514

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
ROYAL PRINTING SERVICE
P.O. BOX 1000
441 - 51ST STREET
WEST NEW YORK NJ 07093
RO474680

Dept. Bill To
CITY CLERK
280 GROVE ST.
CITY HALL RM 118
JERSEY CITY NJ 07302

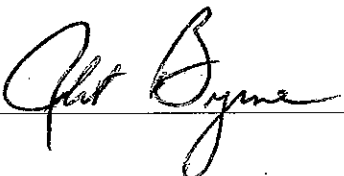
Dept. Ship To
CITY CLERK
280 GROVE ST.
CITY HALL RM 118
JERSEY CITY NJ 07302

Contact Info
Irene McNulty
2015474847

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PRINTING SERVICES FOR JUNE 2016 PRIMARY ELECTION - 199 OFFICIAL MACHINE BALLOTS AND 115,536 SAMPLE BALLOTS RESOLUTION NUMBER	01-201-20-121-305	79,100.00	79,100.00

Requisition Total 79,100.00

Req. Date: 05/05/2016
Requested By: MCNULTYI
Buyer Id:

Approved By: 

This Is Not A Purchase Order

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

2016 MAY -6 P 3:26
TREASURER'S OFFICE
TREASURY DIVISION, N.J.

EXHIBIT A (Continuation)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

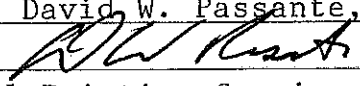
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David W. Passante, Vice President/Secretary

Representative's Signature: 

Name of Company: Royal Printing Service

Tel. No.: 201-863-3131

Date: 5/6/16

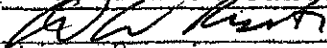
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, 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's 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 proceeding 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.

Representative's Name/Title Print: David W. Passante, Vice President/Secretary
Representative's Signature: 
Name of Company: Royal Printing Service
Tel. No.: 201-863-3131 Date: 5/6/16

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Royal Printing Service
Address : 441 51 Street, West New York, NJ 07093
Telephone No. : 201-863-3131
Contact Name : David W. Passante

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

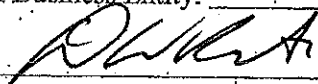
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Royal Printing Service (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Royal Printing Service

Signed



Title:

Vice President/Secretary

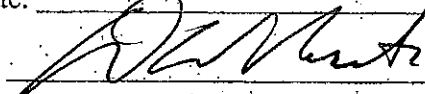
Print Name: David W. Passante

Date:

5/6/16

Subscribed and sworn before me
this 6 day of May 2016

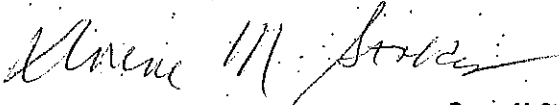
My Commission expires:



(Affiant)

David W. Passante, Vice President/Secretary

(Print name & title of affiant) (Corporate Seal)



**Dorene M. Stokes
Notary Public of New Jersey
ID #62611
My Commission Expires 11/24/19**

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj “Chico” Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

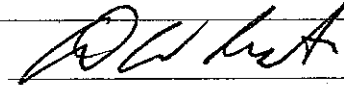
Name of Stock or Shareholder	Home Address
David W. Passante	11 Eastbrook Rd., Harrington Pk., NJ 07640
Kevin N. Passante	11 Cobblestone Crossing, Norwood, NJ 07648

Part 3 – Signature and Attestation:

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

Name of Business Entity: Royal Printing Service

Signed: _____ Title: Vice President/Secretary
 Print Name: David W. Passante Date: 5/6/16

Subscribed and sworn before me this <u>6</u> day of <u>May</u> , 20 <u>16</u>	
My Commission expires: _____	(Affiant) <u>David W. Passante, Secretary</u> (Print name & title of affiant) (Corporate Seal)
Dorene M. Stokes Notary Public of New Jersey ID #62611 My Commission Expires 11/24/18	

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

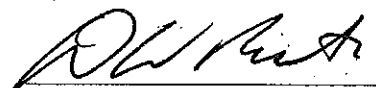
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Royal Printing Service		
Address:	441 51 Street		
City:	West New York	State:	NJ
		Zip:	07093

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

David W. Passante

Printed Name

5/6/16

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
none	none		\$

Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
ROYAL PRINTING SERVICE

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0064640

ADDRESS:
441 51ST ST
WEST NEW YORK NJ 07093

ISSUANCE DATE:

06/03/04

EFFECTIVE DATE:
10/15/69

J.P. S. Tully
Acting Director

FORM-BRC(08-01)

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

Certification 13999

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-APR-2014** to **15-APR-2021**

ROYAL PRINTING SERVICE
441 51ST ST., PO BOX 1000
W. NEW YORK NY 07093



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff', written over a small crest or stamp.

Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.354

Agenda No. 10-Z-7

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in 1970, pursuant to N.J.S.A. 26:3-85 et seq. Jersey City and eleven other municipalities in Hudson County formed the Hudson Regional Health Commission (HRHC) to control air-pollution within Hudson County; and

WHEREAS, the HRHC has filed a proposal with the Jersey City Health Officer, a copy of which is attached hereto, to expand its services to include a broad range of environmental health services; and

WHEREAS, these services conform to regulations issued by the New Jersey Department of Environmental Protection under the authority of the County Environmental Health Act, N.J.S.A. 26:3A2-21 et seq.; and

WHEREAS, HRHC does provide the following services and activities for the City of Jersey City:

- I. Air Pollution Control: Includes enforcement of state and local codes and response to citizen complaint and air emergencies.
- II. Noise Control Program: Includes enforcement of the state model noise control code.
- III. Hazardous Substance Control Emergency -Response Program: Includes field investigation and inspection of underground tank systems.
- IV. Water Pollution Control: Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- V. Solid Waste Control: Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- VI. Right-To-Know Program: Enforces County Right-To-Know Program for industrial buildings in Jersey City.
- VII. Lead Inspection Services: Enforces Regional Environmental Health as recommended by Centers for Disease Control & Prevention guidelines.

City Clerk File No. Res. 16.354
Agenda No. 10-Z-7 MAY 25 2016

TITLE:

RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

WHEREAS, the Jersey City Health Officer recommends that the City of Jersey City approve the HRHC's proposal to provide additional environmental health services in Jersey City for calendar year 2016 in the amount of \$87,944 dollars; and

WHEREAS, a contract with HRHC to provide these services to the City of Jersey City is authorized pursuant to N.J.S.A. 40A:11-5(2); and

WHEREAS, the sum of five thousand dollars (\$5,000.00) is available in DH&HS Health Division Operating Current Fund Account No. 01-201-27-331-314 and the remaining funds will be made available in the CY 2016 temporary and/or permanent budgets.

NOW, THEREFORE, BE IT RESOLVED, By the Municipal Council of the City of Jersey City that:

1. A contract in an amount not to exceed \$87,944.00 is awarded to Hudson Regional Health Commission ("HRHC") to provide environmental health services in Jersey City in accordance with a proposal filed with the Jersey City Health Officer;
2. The HRHC shall not provide any services in Jersey City unless:
 - (a) the Jersey City Health Office approves the provision of such service;
 - (b) the City Council appropriates the necessary funds to pay for the cost of such service;
3. The HRHC is authorized to adopt, amend and enforce appropriate environmental regulations in Jersey City;
4. The HRHC is authorized to prepare an annual budget proposal and distribute residual program costs among municipalities;
5. The Contract shall be for a one year term effective as of January 1, 2016 thru December 31, 2016;

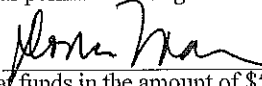
TITLE:

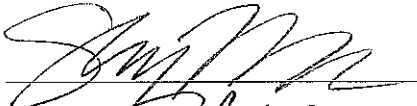
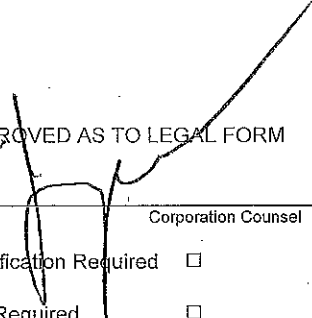
RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

6. The City of Jersey City may withdraw its approval of the program authorized by this resolution upon one year's notice to the HRHC delivered by October 1st of the fiscal year of the HRHC;

7. The Mayor or Business Administrator is authorized to execute an agreement with the HRHC in substantially the form of the attached;

8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2016 fiscal year permanent budget.

I,  Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in DH861-IS Health Division Operating Current Fund Account No. 01-201-27-331-314. PO # 12118

APPROVED:  APPROVED AS TO LEGAL FORM 

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required

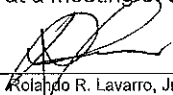
Not Required

APPROVED 8-0

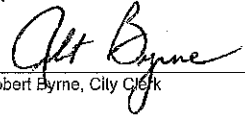
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

Project Manager

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6806	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Hudson Regional Health Commission will continue to provide services and activities for the City of Jersey city for Air Pollution Control, Noise Control, Hazardous Substance control, Emergency - Response, Water Pollution Control, Solid Waste Control, Right-To-Know Program and Lead Inspection Services.

Cost (Identify all sources and amounts)

City DHHS Health Division Operating Current Fund account \$87,944.00

Contract term (include all proposed renewals)

January 1, 2016 — December 31, 2016

Type of award

Other Exception

If "Other Exception", enter type

Pursuant to N.J.S.A. Title 26:3A2-2I

Additional Information

Pursuant to N.J.S.A. Title 26:3A2-2I et al. "The County Environmental Health Act," each county must establish an equivalent of a Dept. Of Environmental Protection and Energy office. This commission must provide air, noise, and water pollution control programs.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/16/16
Date

HUDSON REGIONAL HEALTH COMMISSION
MEADOWVIEW COMPLEX
595 COUNTY AVENUE, BUILDING 1, SECAUCUS, NEW JERSEY 07094
TEL. (201) 223-1133 FAX (201) 223-0122

John P. Sarnas, President

Carrie Nawrocki, MPH, HO
Executive Director
Epidemiologist

City of Jersey City
Health Division
199 Summit Avenue
Jersey City, NJ 07304

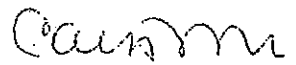
MUNICIPAL ASSESSMENTS

The CY 2016 assessment for the City of Jersey City is: \$87,944.00.

Your quarterly payments will be \$21,986.00.

Any further questions don't hesitate to contact our office at the telephone number and address above.

Thank you,



Carrie Nawrocki
Executive Director

December 17, 2015

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-355

Agenda No. 10-Z-8

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO POWER CONCRETE CO., INC. FOR CAPITAL ROADWAY PROGRAM 2016, ADA RAMPS-SOUTH CONTRACT, PROJECT NO. 16-010-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

**COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Capital Roadway Program 2016, ADA Ramps-South Contract, Project No. 16-010-E** for the Department of Administration/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **(6) Bids**, the lowest bidder being Granada Construction Corporation who withdrew their bid, therefore the bid should be awarded to the next responsible bidder, that from **Power Concrete Co., Inc. 497 Raymond Blvd, Newark, NJ 07105** in the total bid amount of **One Million, Eight Hundred Sixteen Thousand, Five Hundred Seventy One (\$1,816,571.30) Dollars and Thirty Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **One Million, Eight Hundred Sixteen Thousand, Five Hundred Seventy One (\$1,816,571.30) Dollars and Thirty Cents** are available in **Capital Acct #04-215-55-945-990**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-945-990	121057	Capital Acct Total Contract	\$1,816,571.30
04-215-55-946-990	121058	Capital Acct Contingency	<u>\$181,657.13</u>
		Total Encumbrance	\$1,998,228.43

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Power Concrete Co., Inc** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 16.355

Agenda No. 10.Z.8

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO POWER CONCRETE CO., INC. FOR CAPITAL ROADWAY PROGRAM 2016, ADA RAMPS-SOUTH CONTRACT, PROJECT NO. 16-010-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-945-990	121057	Capital Acct Total Contract	\$1,816,571.30
04-215-55-946-990	121058	Capital Acct Contingency	<u>\$181,657.13</u>
		Total Encumbrance	\$1,998,228.43

Approved by Peter Folgado, Director of Purchasing, QPA 5/17/16

PF/pc
5/17/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to **Power Concrete Co., Inc.** for Capital Roadway Program 2016, ADA RAMPS-SOUTH CONTRACT ,PROJECT NO.: 16-010-E for Department of Administration, Division of Engineering, Traffic and Transportation.

Project Manager

Department/Division	Department of Administration	Engineering, Traffic & Transportation
Name/Title	Paul Russo, P.E.	Supervising Engineer
Phone/email	201-547-4411	PRusso@jcnj.org & Jcunha@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

City wide concrete curb and sidewalk ramps are currently in poor condition and deteriorating. "ADA RAMPS-SOUTH" contract will improve pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community and future redevelopment. The scope includes improvements to the concrete curb, concrete sidewalk, and handicap ramps throughout Jersey City.

Cost (Identify all sources and amounts)

City Capital	Base contract	0174078	\$1,816,571.30
City Capital	Contingency 10%	0174482	\$181,657.13
	TOTAL		\$1,998,228.43

Contract term (Include all proposed renewals)

150 Calendar Days after issuance of Notice to Proceed

Type of award..... Public Bid Award
 If "Other Exception", enter type..... N/A

Additional Information

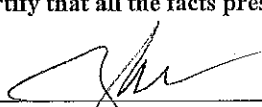
The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were six (6) bidders:

Contractor	Bid Amount
Granada Construction Corporation, Newark, NJ.....	\$1,636,711.20
Power Concrete Co., Inc., Newark, NJ.....	\$1,816,571.30
Diamond Construction, Brick, NJ.....	\$2,111,926.20
S. Batata Construction, South River, NJ.....	\$2,276,448.50
A & J Contractors Group, Inc., Monroe Twp., NJ.....	\$2,538,431.50
Orchard Holdings, LLC, Manasquan, NJ.....	\$2,871,296.28

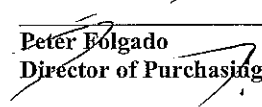
Reason for Awarding Contract to 2nd Low Bidder

Jersey City received a letter from Granada Construction Corporation to withdraw their low bid. Engineering Division decided to award the South Contract to 2nd low bidder, Power Concrete Company Inc., in the best interest of the City. 2nd Low bidder amount \$1,816,571.30 is (13%) below the Engineer's Estimate (\$2,088,134.25).

I certify that all the facts presented herein are accurate.


 Robert J. Kakoleski
 Business Administrator


 Date


 Peter Folgado
 Director of Purchasing, RPPO, QPA


 Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 09, 2016
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : Capital Roadway program 2016
ADA RAMPS-SOUTH CONTRACT, PROJECT NO. 16-010-E
Recommendation of Award of Contract

Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to:

Power Concrete Co., Inc.
497 Raymond Blvd.
Newark NJ 7105

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the May 25, 2016 Council meeting.

REQ #	FUNDING	ACCOUNT NUMBER	AMOUNT
0174078	Capital Account -- Base	04-215-55-945-990	\$1,816,571.30
		TOTAL BASE BID	\$1,816,571.30
0174482	Capital Account Contingency 10%	04-215-55-945-990	\$ 181,657.13
		TOTAL FUND REQUESTED	\$1,998,228.43

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

Attachments

Cc: Jose R. Cunha, P.E., C.M.E., Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547-4412



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 09, 2016

FROM : Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

TO : Robert Kakoleski, Business Administrator

SUBJECT : **CAPITAL ROADWAY PROGRAM 2016**
ADA RAMPS-SOUTH CONTRACT, PROJECT NO.16-010-E
Recommendation of Award of Contract

Engineering has received six (6) bids for the above project on Thursday, April 14, 2016:

Granada Construction Corp., Newark, NJ	Bid Amount \$1,636,711.20
Power Concrete, Newark, NJ	Bid Amount \$1,816,571.30
Diamond Construction, Brick, NJ	Bid Amount \$2,111,926.20
S. Batata Construction, South River, NJ	Bid Amount \$2,276,448.50
A & J Contractors, Inc., Monroe Twp., NJ	Bid Amount \$2,538,431.50
Orchard Holdings, LLC, Manasquan, NJ	Bid Amount \$2,871,296.28

Jersey City received a letter from Granada Construction Corporation to withdraw their low bid. Engineering Division decided to award the South Contract to 2nd low bidder, Power Concrete Company Inc., in the best interest of the City. We recommend award of contract to **Power Concrete Co., Inc.** in the amount of \$1,816,571.30. We respectfully request that a 10% contingency in the amount of \$181,657.13 be included in the award in case of unforeseen and unexpected field conditions for a total award of \$1,998,228.43. Engineer's estimate for this project is \$2,088,134.25.

Jose R. Cunha PR

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Paul Russo
Vipul Patel
Chris Piersa
Dawn Odom



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING,
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305
P: 201 547-4411



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 9, 2016
TO: Rolando L. Lavarro Jr., Council President and Council Members
CC: Robert Kakoleski, Business Administrator
FROM: Jose R. Cunha, Municipal Engineer
SUBJECT: Award of ADA RAMPS-SOUTH CONTRACT, PROJECT NO. 16-010-E
to POWER CONCRETE CO., INC.

City wide concrete curb and sidewalk ramps are currently in poor condition and deteriorating. "ADA RAMPS-SOUTH" contract will improve pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community and future redevelopment. The scope includes improvements to the concrete curb, concrete sidewalk, and handicap ramps throughout Jersey City.

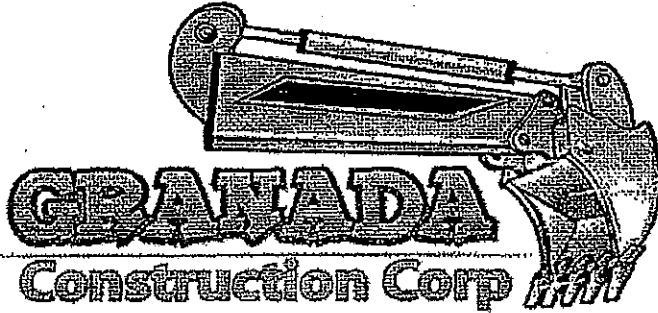
On April 14, 2016 Jersey City Purchasing Division received six (6) bids for above contract. Granada Construction Corporation (GCC) is the lowest bidder.

Contract duration of each project is 150 days and "time is of the essence" on both projects. GCC was the lowest bidder for both the North and South ADA-ramp contracts. They have only accepted the North contract and have declined this "ADA RAMPS-SOUTH" contract because they were not confident they could complete both contracts within the 150 day contract completion deadline. GCC formally withdrew their bid for the "ADA RAMPS-SOUTH" contract. Please refer to the attachments.

In the best interest of the City, the Division of Engineering has accepted GCC's withdrawal letter and accepted the 2nd lowest bid of POWER CONCRETE CO., INC. in the amount of \$1,816,571.30. This amount is 13% below the Engineer's estimated amount of \$2,088,134.25.

Regards,

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer



147 Thomas Street
Newark, New Jersey 07114
(973)465-0558 office
(973)465-4089 fax
granadacon@optonline.net

April 27, 2016

Mr. Jose R. Cunha, P.E., C.M.E.
Municipal Engineer
City of Jersey City
Municipal Services Complex
13 - 15 Linden Ave. East
Jersey City, NJ 07305

RE: Capital Roadway Program 2016 ADA Ramps – North Contract # 16-012-E &
Capital Roadway Program 2016 ADA Ramps – South Contract # 16-010-E, bids received 4/14/16.

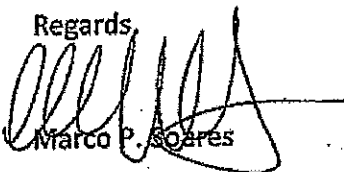
Mr. Cunha,

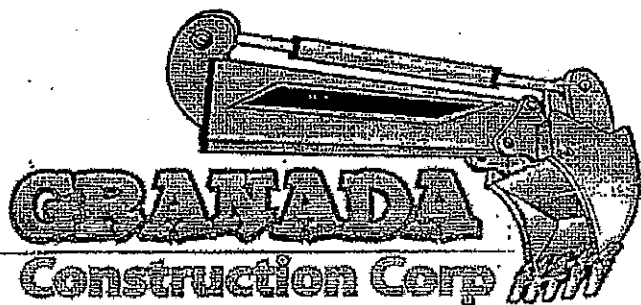
As you know our firm was apparent low bidder on both of the Capital Roadway Program projects listed above, bids received on April 14, 2016. As you also know, the time for completion for each project is 150 days and "time is of the essence" on both projects. Knowing these facts I want to make you aware that our firm can certainly complete one of the given projects, should it be awarded to Granada Construction Corp., but we would be unable to complete both projects in time allotted for completion. I wanted to make you and the City of Jersey City aware of this situation up front so that we may all decide accordingly what measures to take to ensure all parties are satisfied. I propose 3 options:

- 1.) Extending the time of completion for one of the projects to 175 days.
- 2.) Keep time of completion for both projects at 150 days but delay award and notice to proceed on one of them so as to stagger the starts of the "project clocks" by 65 days to allow for more completion time.
- 3.) Award of the South Project to the apparent 2nd low bidder, which would be Power Concrete, assuming they have no delays in getting right in upon award and get going on the work. Granada Construction Corp., would be awarded and perform the North contract.

Our interests are in doing what is best for the customer, Jersey City. I apologize for the situation and stand ready to help in any way possible.

Regards,


Marco P. Soares



147 Thomas Street
Newark, New Jersey 07114
(973)465-0558 office
(973)465-4089 fax
granadacon@optonline.net

May 3, 2016

Mr. Jose R. Cunha, P.E., C.M.E.
Municipal Engineer
City of Jersey City
Municipal Services Complex
13 - 15 Linden Ave. East
Jersey City, NJ 07305

RE: Capital Roadway Program 2016 ADA Ramps – South Contract # 16-010-E

Mr. Cunha,

As you know our firm was apparent low bidder on both of the Capital Roadway Program projects bids received on April 14, 2016. As you also know, the time for completion for each project is 150 days and "time is of the essence" on both projects.

Granada Construction has stated that it would be unable to complete both projects in time allotted for completion. As such, we feel it is in the best interest of the City of Jersey City and Granada Construction to hereby withdraw our bid for the Capital Roadway Program 2016 ADA Ramps – SOUTH Contract #16-010E.

Regards,


Marco P. Soares
Vice-President

Certificate Number
605639

Registration Date: 05/24/2015
Expiration Date: 05/23/2017



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2015
Granada Construction Corp.

Responsible Representative(s):
Manuel F. Soares, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME

GRANADA CONSTRUCTION CORP.

TRADE NAME

TAXPAYER IDENTIFICATION#

SEQUENCE NUMBER

ADDRESS

147 THOMAS
NEWARK NJ 07102

ISSUANCE DATE

06/08/04

EFFECTIVE DATE

03/02/79

FORM REC 08-011

This Certificate is non-transferable. It must be conspicuously displayed above address.

SCHEDULE OF PRICES

ITEM NO. 1

CONSTRUCTION SIGNS

1200 S.F. @ \$ 5.00 per Square Foot \$ 6,000.00

Five Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 2

CONSTRUCTION IDENTIFICATION SIGNS (48"X48")

2 Units @ \$ 750.00 per Unit \$ 1,500.00

Seven Hundred Fifty Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 3

BREAKAWAY BRRICADES

20 Units @ \$ 1.00 per Unit \$ 20.00

One Dollar and Zero Cents
(Write Unit Price)

ITEM NO. 4

DRUMS

50 Units @ \$ 1.00 per Unit \$ 50.00

One Dollar and Zero Cents
(Write Unit Price)

ITEM NO. 5

TRAFFIC CONES

200 Units @ \$ 1.00 per Unit \$ 200.00

One Dollar and Zero Cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6 INLET TYPE 'B' (IF &WHERE DIRECTED)

2 Units @ \$2,500.00 per Unit \$ 5,000.00

Two Thousand Five Hundred Dollars and Zero Cents
(Write Unit Price)

**ITEM NO. 7 RECONSTRUCT INLET TYPE 'B'
USING EXIST. CASTING (IF & WHERE DIRECTED)**

15 Units @ \$600.00 per Unit \$ 9,000.00

Six Hundred Dollars and Zero Cents
(Write Unit Price)

**ITEM NO. 8 RECONSTRUCT INLET TYPE 'B'
USING NEW CASTING (IF & WHERE DIRECTED)**

15 Units @ \$1,200.00 per Unit \$ 18,000.00

One Thousand Two Hundred Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 9 REPAIRED CATCH BASIN WALL

350 S.F. @ \$25.00 per Square Foot \$ 8,750.00

Twenty Five Dollars and Zero Cents
(Write Unit Price)

**ITEM NO. 10 RESET INLET WITH NEW FRAME, ECO CURB PIECE
TYPE 'N' AND BICYCLE SAFE GRATE**

300 Units @ \$675.00 per Unit \$ 202,500.00

Six Hundred Seventy Five Dollars and Zero Cents
(Write Unit Price)

SCHEDULE OF PRICES

**ITEM NO. 11 RESET INLET WITH EXIST. FRAME, ECO CURB PIECE
TYPE 'N' AND BICYCLE SAFE GRATE**

20 Units @ \$ 100.00 per Unit \$ 2,000.00

One Hundred dollars and Zero Cents
(Write Unit Price)

ITEM NO. 12 INLET FILTER TYPE 2

352 Units @ \$ 1.00 per Unit \$ 352.00

One Dollar and Zero Cents
(Write Unit Price)

ITEM NO. 13 CATCH BASIN TRAP

15 Units @ \$ 100.00 per Unit \$ 1,500.00

One Hundred Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 14 CATCH BASIN WALL PLATE

15 Units @ \$ 250.00 per Unit \$ 3,750.00

Two Hundred Fifty Dollars and Zero Cents
(Write Unit Price)

**ITEM NO. 15 12" DIP CLASS 52
(IF & WHERE DIRECTED)**

40 L.F. @ \$ 10.00 per Linear Foot \$ 400.00

Ten Dollars and Zero Cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 **16" DIP CLASS 52 (IF & WHERE REQUIRED)**

5 L.F. @ \$ 10.00 per Linear Foot \$ 50.00

Ten Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 17 **¾" WASHED GRAVEL PIPE BEDDING**

10 Tons @ \$ 1.00 per Ton \$ 10.00

One Dollar and Zero Cents
(Write Unit Price)

ITEM NO. 18 **JUNCTION BOX, ITS RELOCATION**

88 Units @ \$ 650.00 per Unit \$ 57,200

Six Hundred Fifty Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 19 **9"x20" CONCRETE VERTICAL CURB**

7,920 L.F. @ \$ 45.80 per Linear Foot \$ 362,736.00

Forty Five Dollars and Eighty Cents
(Write Unit Price)

ITEM NO. 20 **CONCRETE SIDEWALK, 4" THICK**

7,800 S.Y. @ \$ 80.00 per Square Yard \$ 624,000.00

Eighty Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 21 **SAWCUTTING, 10" OR LESS**

7,920 L.F. @ \$ 4.00 per Linear Foot \$ 31,680.00

Four Dollars and Zero Cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 22	DETECTABLE WARNING SURFACE	
	312.89 S.Y. @ \$ <u>170.00</u> per Square Yard	\$ <u>53,191.30</u>
	<u>One Hundred Seventy dollars and Zero Cents</u> (Write Unit Price)	
ITEM NO. 23	DENSE GRADED AGGREGATE (IF & WHERE DIRECTED)	
	704 Tons @ \$ <u>18.00</u> per Ton	\$ <u>12,672.00</u>
	<u>Eighteen Dollars and Zero Cents</u> (Write Unit Price)	
ITEM NO. 24	HMA PATCH	
	704 Tons @ \$ <u>40.00</u> per Ton	\$ <u>28,160.00</u>
	<u>Forty Dollars and Zero Cents</u> (Write Unit Price)	
ITEM NO. 25	REGULATORY TRAFFIC SIGN WITH STEEL POST	
	1584 S.F. @ \$ <u>50.00</u> per Square Foot	\$ <u>79,200.00</u>
	<u>Fifty Dollars and Zero Cents</u> (Write Unit Price)	
ITEM NO. 26	RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST	
	5 Units @ \$ <u>200.00</u> per Unit	\$ <u>1,000.00</u>
	<u>Two Hundred Dollars and Zero Cents</u> (Write Unit Price)	

SCHEDULE OF PRICES

ITEM NO. 27 **RELOCATE OF REMOVE EXIST. TRAFFIC SIGN**

5 Units @ \$ 50.00 per Unit \$ 250.00

Fifty Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 28 **TEMPORARY TRAFFIC STRIPES, 4" WIDE**

8,450 L.F. @ \$ 0.10 per Linear Foot \$ 845.00

Zero Dollars and Ten Cents
(Write Unit Price)

ITEM NO. 29 **RESET WATER VALVE WITH RISER**

50 Units @ \$ 25.00 per Unit \$ 1,250.00

Twenty Five Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 30 **RESET WATER VALVE BOX
(RAISE/LOWER ENTIRE BOX)**

1 Unit @ \$ 20.00 per Unit \$ 20.00

One Dollar and Zero Cents
(Write Unit Price)

ITEM NO. 31 **NEW WATER VALVE BOX ENTIRE ASSEMBLY**

1 Unit @ \$ 220.00 per Unit \$ 220.00

Two Hundred Twenty Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 32 **NEW WATER VALVE BOX UPPER ASSEMBLY**

2 Units @ \$ 120.00 per Unit \$ 240.00

One Hundred Twenty dollars and Zero Cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 33 3" RIGID METALLIC CONDUIT, EARTH

400 L.F. @ \$85.00 per Linear Foot \$ 34,000.00

Eighty Five Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 34 GROUND WIRE, NO. 8 AWG

500 L.F. @ \$ 4.00 per Linear Foot \$ 2,000.00

Four Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 35 FOUNDATION, TYPE SPF

15 Units @ \$950.00 per Unit \$ 14,250.00

Nine Hundred Fifty Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 36 PEDESTRIAN SIGNAL HEAD

15 Units @ \$1,000.00 per Unit \$ 15,000.00

One Thousand Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 37 PEDESTRIAN SIGNAL STANDARD

15 Units @ \$750.00 per Unit \$ 11,250.00

Seven Hundred Fifty Dollars and Zero Cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 38 **PEDESTRIAN INSTRUCTION SIGN**

15 Units @ \$ 125.00 per Unit \$ 1,875.00

One Hundred Twenty Five Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 39 **PUSH BUTTON**

15 Units @ \$ 600.0 per Unit \$ 9,000.00

Six Hundred Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 40 **TRAFFIC SIGNAL CABLE, 2 CONDUCTOR**

500 L.F. @ \$ 4.00 per Linear Foot \$ 2,000.00

Four Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 41 **CONTROLLER MODIFICATION**

15 Units @ \$ 1,300.00 per Unit \$ 19,500.00

One Thousand Three Hundred Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 42 **EXCAVATION TEST PITS**

25 C.Y. @ \$ 10.00 per Cubic Yard \$ 250.00

Ten Dollars and Zero Cents
(Write Unit Price)

ITEM NO. 43 **ROADWAY EXCAVATION**

2640 C.Y. @ \$ 10.00 per Cubic Yard \$ 26,400.00

Ten Dollars and Zero Cents
(Write Unit Price)

City of Jersey City

SCHEDULE OF PRICES

ITEM NO. 44 CELLULAR PHONE SERVICE

Lump Sum \$ 1,300.00

One Thousand Three Hundred Dollars and Zero Cents
(Write Lump Sum Price)

SUBTOTAL (ITEMS 1-44)

\$ 1,648,571.30
(In Figures)

One Million Six Forty Eight Thousand Five Hundred Seventy One Dollars and Thirty Cents.
(Price In Words - Dollars and Cents)

ITEM NO. 45 TRAFFIC DIRECTOR, JERSEY CITY POLICE

Lump Sum \$ 168,000.00

One Hundred and Sixty Eight Thousand Dollars & Zero Cents
(Write Lump Sum Price)

TOTAL BASE BID PRICE

\$ 1,816,571.30
(In Figures)

One Million Eight Hundred Sixteen Thousand Five Hundred Seventy One dollars and Thirty Cents
(Price In Words - Dollars and Cents)



EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joaquim R. Casimiro / President

Representative's Signature: *Joaquim R. Casimiro*

Name of Company: Power Concrete Co., Inc. Tel. No.: 973-465-0030 Date: 04-13-16

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Power Concrete Co., Inc.

Address : 497 Raymond Boulevard, Newark, NJ 07105

Telephone No. : 973-465-0030

Contact Name: Joaquim R. Casimiro

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Capital Roadway Program 2016 ADA Ramps South 16-010-E

Contractor: Power Concrete Co., Inc. Bid Amt. \$ 1,816,571.30

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Electrical	\$60,625.00			X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

MWBE Page 3 Project Capital Roadway Program 2016 ADA Ramps South

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electrical	Tiffany Electrical, Inc.	\$60,625.00			X

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We consider all offers/Quotes provided by contractors/vendors equally regardless of status and refer

to the MBEAWBE register provided by various government agencies

Name of Contractor

By: Signature Joaquim R. Casimiro

Type or print name/title: Joaquim R. Casimiro

Telephone No: 973-465-0030 Date 04/13/16

For City Use:

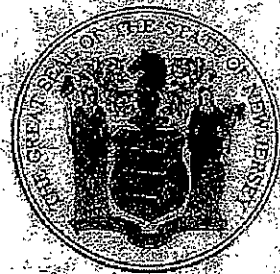
Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

Certificate Number
605034

Registration Date: 03/07/2016
Expiration Date: 03/06/2018



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Power Concrete Co., Inc.
2016

Responsible Representative(s):

Joaquim Casimiro, President

Responsible Representative(s):

Jose Casimiro, Vice-President

Handwritten signature of Harold J. Wirths in cursive.

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON-TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
POWER CONCRETE CO, INC.
TAXPAYER IDENTIFICATION#

ADDRESS
497 RAYMOND BOULEVARD
NEWARK NJ 07105

EFFECTIVE DATE:
04/03/87

FORM BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#
0108939

ISSUANCE DATE:
12/12/01

Patricia A. Chacchis
Director, Division of Revenue

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

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.356

Agenda No. 10.7.9

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GRANADA CONSTRUCTION CORPORATION FOR CAPITAL ROADWAY PROGRAM 2016, ADA RAMPS-NORTH CONTRACT, PROJECT NO. 16-012-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Capital Roadway Program 2016, ADA Ramps-North Contract, Project No. 16-012-E** for the Department of Administration/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **(6) Bids**, the lowest responsible bid being that from **Granada Construction Corporation, 147 Thomas Street, Newark, NJ 07114** in the total bid amount of **One Million, Eight Hundred Thirty Three Thousand, Two Hundred Forty Five (\$1, 833,245.40) Dollars and Forty Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **One Million, Eight Hundred Thirty Three Thousand, Two Hundred Forty Five (\$1, 833,245.40) Dollars and Forty Cents** are available in **Capital Acct #04-215-55-945-990**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-945-990	121059	Capital Acct Total Contract	\$1,833,245.40
04-215-55-946-990	121060	Capital Acct Contingency	<u>\$183,324.54</u>
		Total Encumbrance	<u>\$2,016,569.94</u>

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Granada Construction Corporation** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 16.356

Agenda No. 10-Z-9 MAY 25 2016

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GRANADA CONSTRUCTION CORPORATION FOR CAPITAL ROADWAY PROGRAM 2016, ADA RAMPS-NORTH CONTRACT, PROJECT NO. 16-012-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-945-990	121059	Capital Acct Total Contract	\$1,833,245.40
04-215-55-946-990	121060	Capital Acct Contingency	<u>\$183,324.54</u>
		Total Encumbrance	\$2,016,569.94

Approved by 5/17/16
Peter Folgado, Director of Purchasing, QPA

PF/pc
5/17/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to Granada Construction Corporation for Capital Roadway Program 2016, ADA RAMPS-NORTH CONTRACT, PROJECT NO.: 16-012-E for Department of Administration, Division of Engineering, Traffic and Transportation.

Project Manager

Department/Division	Department of Administration	Engineering, Traffic & Transportation
Name/Title	Paul Russo, P.E.	Supervising Engineer
Phone/email	201-547-4411	PRusso@icnj.org & jcnha@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

City wide concrete curb and sidewalk ramps are currently in poor condition and deteriorating. "ADA RAMPS-NORTH" contract will improve pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community and future redevelopment. The scope includes improvements to the concrete curb, concrete sidewalk, and handicap ramps throughout Jersey City.

Cost (Identify all sources and amounts)

Contract term (Include all proposed renewals)

City Capital	Base contract	0174079	\$1,833,245.40
City Capital	Contingency 10%	0174483	\$183,324.54
	TOTAL		\$2,016,569.94

150 Calendar Days after issuance of Notice to Proceed

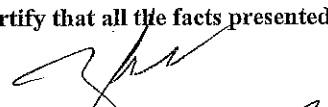
Type of award..... Public Bid Award
 If "Other Exception", enter type..... N/A

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were six (6) bidders:

Contractor	Bid Amount
Granada Construction Corporation, Newark, NJ.....	\$1,833,245.40
Power Concrete Co., Inc., Newark, NJ.....	\$1,997,677.80
A & J Contractors Group, Inc., Monroe Twp., NJ.....	\$2,096,161.36
Diamond Construction, Brick, NJ.....	\$2,288,555.20
S. Batata Construction, South River, NJ.....	\$2,520,097.00
Orchard Holdings, LLC, Manasquan, NJ.....	\$3,188,898.38

I certify that all the facts presented herein are accurate.


 Robert J. Kakoleski
 Business Administrator

5/12/16
 Date


 Peter Folgado
 Director of Purchasing, RPPO, QPA

5/17/16
 Date



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ. 07302
 P: 201 547 5147 | F: 201 547 4833



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
 BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 09, 2015

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : **Capital Roadway program 2016**
ADA RAMPS-NORTH CONTRACT, PROJECT NO. 16-012E
Recommendation of Award of Contract

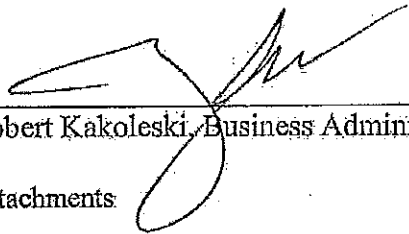
Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to:

Granada Construction Corporation
 147 Thomas Street
 Newark, NJ 07114

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the May 25, 2016 council meeting.

REQ #	FUNDING	ACCOUNT NUMBER	AMOUNT
0174079	Capital Account - Base	04-215-55-945-990	\$1,833,245.40
		TOTAL BASE BID	\$1,833,245.40
0174483	Capital Account-Contingency 10%	04-215-55-945-990	\$ 183,324.54
		TOTAL FUND REQUESTED	\$2,016,569.94

If you have any questions do not hesitate to call.



 Robert Kakoleski, Business Administrator

Attachments

Cc: Jose R. Cunha, P.E., C.M.E., Director of Engineering
 Raquel Tosado, Contractor Manager
 Paola Campbell, Purchasing Division
 Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547-4412



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 09, 2016

FROM : Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

TO : Robert Kakoleski, Business Administrator

SUBJECT : **CAPITAL ROADWAY PROGRAM 2016**
ADA RAMPS-NORTH CONTRACT, PROJECT NO.:16-012-E
Recommendation of Award of Contract

Engineering has received six (6) bids for the above project on Thursday, April 14, 2016:

Granada Construction Corp., Newark, NJ	Bid Amount \$1,833,245.40
Power Concrete, Newark, NJ	Bid Amount \$1,997,677.80
A & J Contractors, Inc., Monroe Twp., NJ	Bid Amount \$2,096,161.36
Diamond Construction, Brick, NJ	Bid Amount \$2,288,555.20
S. Batata Construction, South River, NJ	Bid Amount \$2,520,097.00
Orchard Holdings, LLC, Manasquan, NJ	Bid Amount \$3,188,898.38

Upon review of the bid proposals, we recommend award of contract to **Granada Construction Corp.** in the amount of \$1,833,245.40. We respectfully request that a 10% contingency in the amount of \$183,324.54 be included in the award in case of unforeseen and unexpected field conditions for a total award of \$2,016,569.94. Engineer's estimate for this project is \$2,326,418.00.

Jose R. Cunha *JRC*

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Paul Russo
Vipul Patel
Chris Piersa
Dawn Odum



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING,
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305
P: 201 547-4411



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 9, 2016
TO: Rolando L. Lavarro Jr., Council President and Council Members
CC: Robert Kakoleski, Business Administrator
FROM: Jose R. Cunha, Municipal Engineer
SUBJECT: Award of ADA RAMPS-NORTH CONTRACT, PROJECT NO. 16-012-E
to GRANADA CONSTRUCTION CORPORATION

City wide concrete curb and sidewalk ramps are currently in poor condition and deteriorating. "ADA RAMPS-NORTH" contract will improve pedestrian and vehicular traffic flow, safety, improve aesthetics, and upgrade the community and future redevelopment. The scope includes improvements to the concrete curb, concrete sidewalk, and handicap ramps throughout Jersey City.

On April 14, 2016 Jersey City Purchasing Division received six (6) bids for the above contract, Granada Construction Corporation (GCC) is the lowest bidder.

In the best interest of the City, the Division of Engineering has accepted the low bid of Granada Construction Corporation in the amount of \$1,833,245.40. This amount is 21% below the Engineer's estimated amount of \$2,326,418.00.

Regards,

Jose R. Cunha JR

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

SCHEDULE OF PRICES

ITEM NO. 1

CONSTRUCTION SIGNS

1336 S.F. @ \$ 1.⁰⁰ per Square Foot \$ 1,336.⁰⁰

one dollar zero cents
(Write Unit Price)

ITEM NO. 2

CONSTRUCTION IDENTIFICATION SIGNS (48"X48")

2 Units @ \$ 1.⁰⁰ per Unit \$ 2.⁰⁰

one dollar and zero cents
(Write Unit Price)

ITEM NO. 3

BREAKAWAY BARRICADES

20 Units @ \$ 1.⁰⁰ per Unit \$ 20.⁰⁰

one dollar and zero cents
(Write Unit Price)

ITEM NO. 4

DRUMS

50 Units @ \$ 10.⁰⁰ per Unit \$ 500.⁰⁰

Ten dollars zero cents
(Write Unit Price)

ITEM NO. 5

TRAFFIC CONES

225 Units @ \$ 5.⁰⁰ per Unit \$ 1,125.⁰⁰

five dollars and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6

INLET TYPE 'B' (IF & WHERE DIRECTED)

2 Units @ \$2,300⁰⁰ per Unit \$ 4,600⁰⁰

two thousand three hundred dollars zero cents
(Write Unit Price)

ITEM NO. 7

RECONSTRUCT INLET TYPE 'B'
USING EXIST. CASTING (IF & WHERE DIRECTED)

16 Units @ \$1,000⁰⁰ per Unit \$ 16,000⁰⁰

one thousand dollars and zero cents
(Write Unit Price)

ITEM NO. 8

RECONSTRUCT INLET TYPE 'B'
USING NEW CASTING (IF & WHERE DIRECTED)

16 Units @ \$1,200⁰⁰ per Unit \$ 19,200⁰⁰

one thousand two hundred dollars zero cents
(Write Unit Price)

ITEM NO. 9

REPAIRED CATCH BASIN WALL

400 S.F. @ \$60⁰⁰ per Square Foot \$ 24,000⁰⁰

Sixty dollars zero cents
(Write Unit Price)

ITEM NO. 10

RESET INLET WITH NEW FRAME, ECO CURB PIECE
TYPE 'N' AND BICYCLE SAFE GRATE

348 Units @ \$750⁰⁰ per Unit \$ 261,000⁰⁰

seven hundred fifty dollars zero cents
(Write Unit Price)

SCHEDULE OF PRICES

**ITEM NO. 11 RESET INLET WITH EXIST. FRAME, ECO CURB PIECE
TYPE 'N' AND BICYCLE SAFE GRATE**

10 Units @ \$ 300.⁰⁰ per Unit \$ 3,000.⁰⁰

three hundred dollars zero cents
(Write Unit Price)

ITEM NO. 12 INLET FILTER, TYPE 2

392 Units @ \$ 1.⁰⁰ per Unit \$ 392.⁰⁰

one dollar zero cents
(Write Unit Price)

ITEM NO. 13 CATCH BASIN TRAP

16 Units @ \$ 75.⁰⁰ per Unit \$ 1,200.⁰⁰

seventy five dollars zero cents
(Write Unit Price)

ITEM NO. 14 CATCH BASIN WALL PLATE

16 Units @ \$ 255.⁰⁰ per Unit \$ 4,080.⁰⁰

two hundred fifty five dollars and zero cents
(Write Unit Price)

ITEM NO. 15 12" DIP CLASS 52 (IF & WHERE DIRECTED)

50 L.F. @ \$ 12.⁰⁰ per Linear Foot \$ 600.⁰⁰

twelve dollars zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 16" DIP CLASS 52 (IF & WHERE DIRECTED)

10 L.F. @ \$ 12.⁰⁰ per Linear Foot \$ 120.⁰⁰

twelve dollars zero cents
(Write Unit Price)

ITEM NO. 17 3/4" WASHED GRAVEL PIPE BEDDING

10 Tons @ \$ 15.⁰⁰ per Ton \$ 150.⁰⁰

fifteen dollars and zero cents
(Write Unit Price)

ITEM NO. 18 JUNCTION BOX, ITS RELOCATION

100 Units @ \$ 650 per Unit \$ 65,000.⁰⁰

six hundred fifty dollars and zero cents
(Write Unit Price)

ITEM NO. 19 9" x 20" CONCRETE VERTICAL CURB

8,820 L.F. @ \$ 37.⁵⁰ per Linear Foot \$ 330,750.⁰⁰ *MS*

thirty seven dollars fifty cents
(Write Unit Price)

ITEM NO. 20 CONCRETE SIDEWALK, 4" THICK

8690 S.Y. @ \$ 74.⁰⁰ per Square Yard \$ 643,060.⁰⁰

seventy four dollars and zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 21

SAWCUTTING, 10" OR LESS

8820 L.F. @ \$ 5.⁰⁰ per Linear Foot

\$ 44,100.⁰⁰

Five dollars and zero cents

(Write Unit Price)

ITEM NO. 22

DETECTABLE WARNING SURFACE

348.44 S.Y. @ \$ 175.⁰⁰ per Square Yard

\$ 60,977.⁰⁰

one hundred seventy five dollars and zero cents

(Write Unit Price)

ITEM NO. 23

**DENSE GRADED AGGREGATE
(IF & WHERE DIRECTED)**

784 Tons @ \$ 1.⁰⁰ per Ton

\$ 784.⁰⁰

WJ

One dollar and zero cents

(Write Unit Price)

ITEM NO. 24

HMA PATCH

784 Tons @ \$ 85.⁰⁰ per Ton

\$ 66,640.⁰⁰

eighty five dollars and zero cents

(Write Unit Price)

ITEM NO. 25

**REGULATORY TRAFFIC SIGN
WITH NEW STEEL POST**

1764 S.F. @ \$ 35.⁰⁰ per Square Foot

\$ 61,740.⁰⁰

thirty five dollars and zero cents

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 26

RELOCATE EXISTING TRAFFIC SIGN
ON NEW STEEL POST

5 Units @ \$ 120.⁰⁰ per Unit \$ 600.⁰⁰

one hundred twenty dollars and zero cents
(Write Unit Price)

ITEM NO. 27

RELOCATE OF REMOVE EXIST. TRAFFIC SIGN

5 Units @ \$ 50.⁰⁰ per Unit \$ 250.⁰⁰

fifty dollars and zero cents
(Write Unit Price)

ITEM NO. 28

TEMPORARY TRAFFIC STRIPES, 4" WIDE

9400 L.F. @ \$ 0.⁰¹ per Linear Foot \$ 94.⁰⁰

zero dollars and one cent
(Write Unit Price)

ITEM NO. 29

RESET WATER VALVE WITH RISER

52 Units @ \$ 25.⁰⁰ per Unit \$ 1,300.⁰⁰

twenty five dollars and zero cents
(Write Unit Price)

ITEM NO. 30

RESET WATER VALVE BOX
(RAISE/LOWER ENTIRE BOX)

1 Unit @ \$ 95.⁰⁰ per Unit \$ 95.⁰⁰

ninety five dollars zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 31 NEW WATER VALVE BOX ENTIRE ASSEMBLY

1 Unit @ \$ 950⁰⁰ per Unit \$ 950⁰⁰

nine hundred fifty dollars zero cents
(Write Unit Price)

ITEM NO. 32 NEW WATER VALVE BOX UPPER ASSEMBLY

2 Units @ \$ 750⁰⁰ per Unit \$ 1,500⁰⁰

seven hundred fifty dollars zero cents
(Write Unit Price)

ITEM NO. 33 3" RIGID METALLIC CONDUIT, EARTH

400 L.F. @ \$ 10⁰⁰ per Linear Foot \$ 4,000⁰⁰

ten dollars zero cents
(Write Unit Price)

ITEM NO. 34 GROUND WIRE, NO. 8 AWG

500 L.F. @ \$ 8⁰⁰ per Linear Foot \$ 4,000⁰⁰

eight dollars zero cents
(Write Unit Price)

ITEM NO. 35 FOUNDATION, TYPE SPF

15 Units @ \$ 200⁰⁰ per Unit \$ 3,000⁰⁰

two hundred dollars zero cents
(Write Unit Price)

ITEM NO. 36 PEDESTRIAN SIGNAL HEAD

15 Units @ \$ 100⁰⁰ per Unit \$ 1,500⁰⁰

one hundred dollars zero cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 37	PEDESTRIAN SIGNAL STANDARD	
	15 Units @ \$ <u>200⁰⁰</u> per Unit	\$ <u>3,000⁰⁰</u>
	<u>two hundred dollars zero cents</u> (Write Unit Price)	
ITEM NO. 38	PEDESTRIAN INSTRUCTION SIGN	
	15 Units @ \$ <u>100⁰⁰</u> per Unit	\$ <u>1,500⁰⁰</u>
	<u>one hundred dollars zero cents</u> (Write Unit Price)	
ITEM NO. 39	PUSH BUTTON	
	15 Units @ \$ <u>100⁰⁰</u> per Unit	\$ <u>1,500⁰⁰</u>
	<u>one hundred dollars zero cents</u> (Write Unit Price)	
ITEM NO. 40	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	
	500 L.F. @ \$ <u>11⁰⁰</u> per Linear Foot	\$ <u>5,500⁰⁰</u>
	<u>eleven dollars zero cents</u> (Write Unit Price)	
ITEM NO. 41	CONTROLLER MODIFICATION	
	15 Units @ \$ <u>500⁰⁰</u> per Unit	\$ <u>7,500⁰⁰</u>
	<u>five hundred dollars zero cents</u> (Write Unit Price)	
ITEM NO. 42	EXCAVATION TEST PITS	
	50 C.Y. @ \$ <u>1⁰⁰</u> per Cubic Yards	\$ <u>50⁰⁰</u>
	<u>one dollar</u> (Write Unit Price)	

SCHEDULE OF PRICES

ITEM NO. 43 ROADWAY EXCAVATION
 2940 C.Y. @ \$ 0.01 per Cubic Yard
zero dollar one cts
 (Write Unit Price)

\$ 29.40 *js*

ITEM NO. 44 CELLULAR PHONE SERVICE
 Lump Sum
one dollar zero cts
 (Write Lump Sum Price)

\$ 1.00

SUBTOTAL (ITEMS 1-44)

\$ 1,646,745.40
 (In Figures) *js*

one million six hundred forty six thousand seven hundred forty five dollars
 (Price In Words - Dollars and Cents) and forty cents

ITEM NO. 45 TRAFFIC DIRECTOR, JERSEY CITY POLICE
 Lump Sum
One Hundred Eighty Six Thousand Five Dollars & Zero Cents
 (Write Lump Sum Price)

\$ 186,500.00

TOTAL BASE BID PRICE

\$ 1,833,245.40
 (In Figures) *js*

one million eight hundred thirty three thousand two hundred forty five dollars forty cents.
 (Price In Words - Dollars and Cents)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): MALCOLM P. SOMERS
Representative's Signature: [Signature]
Name of Company: CRAWAOR CONSTRUCTION Tel. No.: 973 465-0558 Date: 4/11/16

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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's 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 proceeding 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.

Representative's Name/Title Printed: Harold A. Somers Vice President
Representative's Signature: [Signature]
Name of Company: APRIMA CONSULTING CORP
Tel. No.: (972) 465-4558 Date: 4/11/16

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : GRANADA CONSTRUCTION CORP

Address : 147 THOMAS ST.

Telephone No. : (973) 465-0558

Contact Name: MARCO P. SOALEY

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBB Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action**

Project: CAPITAL ROADWAY PROGRAM 2016 SOUTH # 1603-007
 Contractor: GRANADA CONTRACTORS Corp Bid Amt. \$ 1,833,245.40

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
ELECTRICAL	60,000 ^W			✓
TRUCKING/MATERIAL	223,000 ^W	✓	✓	
STUMPING	23,000 ^W			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

MWBE Page 3 Project CAPITAL ROADWAY PROGRAM 2016 AOA RAMP 5-SOUTH

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
ELECTRICAL	TIFFANY ELECTRIC	60,000 ⁰⁰			✓
TRUCKING MATERIAL	STLATION	223,000 ⁰⁰	✓	✓	
SCAFFOLDING	STATEWIDE	23,000			✓

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

we always try to utilize MBE/WBE when possible

Name of Contractor GRANADA Construction Corp

By: Signature [Signature]

Type or print name/title: MARK P. SOMES

Telephone No: 973 465-0558 Date 4/11/16

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

Certificate Number
605639

Registration Date: 05/24/2015
Expiration Date: 05/23/2017



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Granada Construction Corp.
2015

Responsible Representative(s):
Manuel F. Soares, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME

GRANAD CONSTRUCTION CORP.

TRADE NAME

SEQUENCE NUMBER

000513

ADDRESS

147 THOMAS ST
NEWARK NJ 07102

ISSUANCE DATE

05/08/04

EFFECTIVE DATE

03/02/79

FORM-BRC(08-01)

This Certificate is non-transferable. It must be conspicuously displayed above address.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.357

Agenda No. 10.Z.10

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH RFP DEPOT, LLC DOING BUSINESS AS BIDSYNCFOR ONLINE BIDDING AND QUOTE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 13.261, approved on April 10, 2013, awarded a three year contract in the annual amount of \$24,700.00 to RFP Depot d/b/a Bidsync for online bidding and quote services for the for the Department of Administration, Division of Purchasing; and

WHEREAS, the contract provided the City with the option to renew the contract for two additional two year terms; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional two year term effective as of May 1, 2016 and ending on April 30, 2018; and

WHEREAS, the total cost of the contract renewal is \$49,400.00; and

WHEREAS, funds in the amount of \$24,700.00 are available in the Division of Purchasing Operating Account No. 01-201-20-102-314.

Account	PO #	Encumbrance
01-201-20-102-314	120808	\$24,700.00

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to renew the agreement with RFP Depot d/b/a Bidsync, for online bidding and quote services for the Department of Administration, Division of Purchasing.
2. The renewal contract is for a two year term effective as of May 1, 2016 and the total cost of the contract shall not exceed \$49,400.00.
3. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 and 2018 fiscal year budgets.

(Continued on Page 2)

City Clerk File No. Res. 16.357
Agenda No. 10-Z.10 MAY 25 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH RFP DEPOT, LLC DOING BUSINESS AS BIDSYNCR FOR ONLINE BIDDING AND QUOTE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$24,700.00 are available in the Division of Purchasing Operating Account No. 01-201-20-102-314.

Account **PO #** **Temp Encumbrance**
01-201-20-102-314 120808 \$24,700.00

Peter Folgado,
Director of Purchasing, QPA, RPPO

May 2, 2016
Date

PF/pv
4/25/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH RFP DEPOT, LLC DOING BUSINESS AS BIDSYNCR FOR ONLINE BIDDING AND QUOTE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

Initiator

Department/Division	Administration	Purchasing Division
Name/Title	Peter Folgado	Director, QPA, RPPO
Phone/email	201.547.4896	peterf@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Exercising 1 of 2 year renewal option for online bidding and quote services.

Effective as of May 1, 2016 through April 30, 2017.

I certify that all the facts presented herein are accurate.



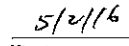
Signature of Department Director



Date



Signature of Purchasing Director



Date

INVOICE



BidSync
629 E. 700 S., Suite 101
American Fork, UT 84003
Phone: (801) 765-9245 x245
Email: accounting@periscopeholdings.com

Date	03/01/2016
Invoice #	SI-1404
Terms	Due on Receipt
PO#	
Date Due	03/01/2016
Customer ID	C-0754

Bill To:

City of Jersey City (1790962)
280 Grove Street
Jersey City, NJ 7302

PRODUCT	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Source	Subscription Agency - For the period of 1st May,2016 to 30th April, 2017	1	\$24,700.00	\$24,700.00
			SUBTOTAL	\$24,700.00
			Sales Tax	\$0.00
			TOTAL	\$24,700.00

Jay Jas Sanchez @periscopeholdings.com

Bank Information:

Beneficiary: Periscope Intermediate Corporation
Beneficiary Bank: Silicon Valley Bank
Routing Number: 121140399
Account Number: 3301278657

For Courier Deposits:

Periscope Intermediate Corporation
893608
1501 North Plano Rd, Ste. 100
Richardson, TX 75081

Lockbox Remittance Address:

Periscope Intermediate Corporation
Dept. 3608, PO Box 123608
Dallas, TX 75312-3608

For inquiries regarding this invoice please contact accounting@periscopeholdings.com Phone: (801) 765-9245 x245

Thanks For Your Business



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1725349 FOR RFP DEPOT LLC IS VALID.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-261

Agenda No. 10.V

Approved: APR 10 2013



**TITLE: RESOLUTION AMENDING A CONTRACT WITH RFP DEPOT, LLC
d/b/a BIDSYNCR FOR ONLINE BIDDING AND QUOTE SERVICES**

COUNCIL OFFERED AND MOVED ADOPTION OF THE
FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) adopted resolution 13-123 on February 27, 2013 and awarded a contract to RFP Depot, LLC d/b/a Bidsync for online bidding and quote services; and

WHEREAS, the contract was awarded pursuant to the state of NJ Local Unit Electronic Technology Pilot Program P.L. 2001, c.30 (Pilot); and

WHEREAS, N.J.S.A. 40A:11-15 (5) permits a contract term for data processing services not to exceed seven (7) years; and

WHEREAS, Resolution 13-123 contained a typographical error indicating that the annual cost for these services is \$18,635.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Bidsync has completed and submitted a Business Entity Disclosure Certification which certifies that Bidsync has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit Bidsync from making any reportable contributions through the term of the contract; and

WHEREAS, Bidsync has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

Resolution 13-123 is amended to reflect that the contract with Bidsync is awarded for a term of 3 years with the option to renew for two (2) additional two year terms pursuant to N.J.S.A. 40A:11-15 (5); and be it further

RESOLVED that cost for these services is \$24,700.00 annually.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Asst. Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4.10.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Peter M. Brennan, President of Council

 Robert Byrne, City Clerk

GOODS & SERVICES - NON BIDS

REQ NO. 173962

PO NO. 120808

DEPT/DIV: ADMIN/PURCHASING

DESC: EXERCISING 1 OF 2 YR RENEWAL OPT
FOR ONLINE BIDDING & QUOTE SRVCS

CONTRACT TYPE: RESO OPT

DOCUMENTATION ATTACHED

X	Requisition
X	PO
X	Fact Sheet (all resolutions)
N/A	Val of Cert \$17,5 (Pay to Play contracts)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agrmt
X	BRC
N/A	State Contract/National Cooperative
	PTP (\$17,500 and over)
N/A	EEO/AA or EIR Cert (\$40,000 and over)
X	Reso/Ordinance (APPROVED BY LAW)
N/A	Approvals (fleet only)

NOTES:

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 133
4. COMPANY NAME Periscope Holdings, Inc.		
5. STREET 211 East 7th Street	CITY Austin	COUNTY Travis
STATE TX	ZIP CODE 78701	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Periscope Intermediate Corp		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 67		
10. PUBLIC AGENCY AWARDED CONTRACT Department of the Treasury CITY: Trenton COUNTY: McCall STATE: NJ ZIP CODE: 08625		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	
Officials/Managers	19	15	4		1			14						4
Professionals	70	51	19	2	1		1	47				1		18
Technicians														
Sales Workers	26	24	2					24				1		1
Office & Clerical	18	8	10					8						10
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	133	98	35	2	2		1	93				2		33
Total employment from previous Report (if any)	118	95	25	3	2		3	85		1		1		22
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 5 14 2015
13. DATES OF PAYROLL PERIOD USED From: 4/16/16 To: 4/30/16		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Patricia Stutz	SIGNATURE <i>Patricia Stutz</i>	TITLE VP, Operations	DATE MO. DAY YEAR 5 2 16
17. ADDRESS NO. & STREET 211 East 7th St #1100	CITY Austin	COUNTY Travis	STATE TX
	ZIP CODE 78701	PHONE (AREA CODE, NO., EXTENSION) (512)-666-9383	

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Periscope Holdings, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 5/1/2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Periscope Holdings, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

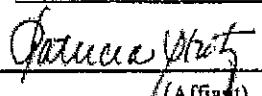
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Periscope Holdings, Inc.

Signed  Title: CFO

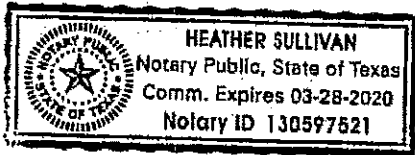
Print Name David Nelson Date: 5/2/2016

Subscribed and sworn before me
this 2 day of 2, 2016


(Affiant)

My Commission expires: _____
Patricia Stutz, VP, Operations

(Print name & title of affiant) (Corporate Seal)





**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

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

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Periscope Holdings, Inc.		
Address:	211 East 7th Street, Suite 1100		
City:	Austin	State:	TX
		Zip:	78701

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Patricia Stutz

Signature

Patricia Stutz

Printed Name

VP, Operations

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

None	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
NA	

Part 3 – Signature and Attestation:

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

Name of Business Entity: Periscope Holdings, Inc.

Signature of Affiant: *Patricia Stutz*

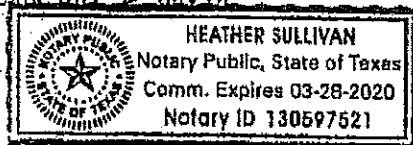
Title: VP Operations Printed Name of Affiant

: Patricia Stutz Date: 5/2/2016

Subscribed and sworn before me this 2 day of

May, 2016.

My Commission expires:



(Witnessed or attested by)

(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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.
OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 2 day of May, 2020
Heather Sullivan
(Notary Public)
My Commission expires:

HEATHER SULLIVAN
Notary Public, State of Texas
Comm. Expires 03-28-2020
Notary ID 130597521

Patricia Stutz
(Affiant)
Patricia Stutz VP, Operations
(Print name & title of affiant)
(Corporate Seal)

Heather Sullivan

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.358

Agenda No. 10.Z.11

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ASPIRE TECHNOLOGY PARTNERS FOR TELEPHONE SUPPORT SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, telephone support services are needed for all of the VOIP telephone systems for the City of Jersey City ("City"); and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Aspire Technology Partners, 100 Village Ct., Suite 300, Hazlet, New Jersey 07730 is an authorized dealer for Cisco Systems who is in possession of State Contract A87720, and will provide VOIP telephone support services; and

WHEREAS, funds are available for this contract in the Operating Account:

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-31-435-314	120956	A87720	\$101,000.00	\$37,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Aspire Technology Partners for support services of VOIP telephones;
2. The total contract amount is \$101,000.00;
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12;
4. The term of the contract shall be effective on May 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City; and
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget and on the subsequent fiscal year budget.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ASPIRE TECHNOLOGY PARTNERS FOR THE TELEPHONE SUPPORT SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-31-435-314	120956	A87720	\$101,000.00	\$37,000.00

Approved by Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

May 10, 2016
Date

PF/pv
5/10/16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ASPIRE TECHNOLOGY PARTNERS FOR TELEPHONE SUPPORT SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Voice Over IP telephone support services. Monitoring and maintenance of Cisco Call Managers and associated equipment which comprise the City's Cisco VOIP telephone systems.

Cost (Identify all sources and amounts)

Operating budget, \$13,000 per month, \$10,000 onboarding fee, Total contract amount \$101,000, \$37,000 initial encumber

Contract term (include all proposed renewals)

Seven months, remainder of 2016 budget year.

Type of award

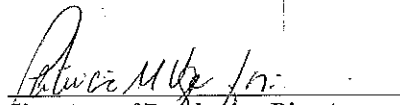
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5-13-16
Date


Signature of Purchasing Director

5.12.16
Date



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

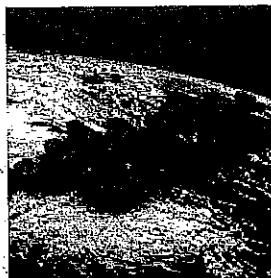
CERTIFICATE NUMBER 1062355 FOR ASPIRE TECHNOLOGY PARTNERS, LLC IS VALID.

NASPO ValuePoint Computer Equipment New Jersey

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- [U.S. GOVERNMENT SOLUTIONS AND SERVICES](#)
- [RESOURCES FOR U.S. GOVERNMENT](#)
- [GOVERNMENT CONTRACTS AND FUNDING VEHICLES](#)
- [STATE AND LOCAL GOVERNMENT CONTRACTS](#)
- [NASPO VALUEPOINT COMPEQ](#)
- [NVP CompEq CA](#)
- [NVP CompEq FL](#)
- [NVP CompEq NJ](#)
- [NVP CompEq ND](#)
- [NVP CompEq TN](#)

NVP #MNWMC-105 Participating Addendum for NJ

Contract Start Date: October 1, 2015
 Contract End Date: March 31, 2017 (36 month extension option)



Minimum Discounts	Ordering Instructions	Contract Documents
Product Discount: 35%		
Service Discount:		
Cisco SMARTnet	Discount % (Government)	Discount % (Education)
1-Year Contract	10%	25%
3-Year Prepaid Contract*	17%	28%
5-Year Prepaid Contract*	21%	30%
Technical/Maintenance Services (Not Under SMARTnet Program) 10%		
Training/Learning Credits 0%		
Advanced Services (Non-SOW Based) 0%		

Related Links

- [Partner Locator](#)
- [NASPO ValuePoint Website](#)
- [State of New Jersey](#)

Adobe® Reader®

- [Get Adobe Reader](#)

Contact Us

- [Full Contact List](#)

Marketing

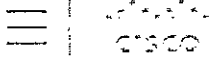
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Product, Category or Company

City, State or Zip

ASPIRE

hazlet, nj

Country*

UNITED STATES

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Advanced Search Criteria

Show Map Sort By : Default

Partner Name	Location	Contact Details
Aspire Technology Partners, LLC. https://tools.cisco.com/WWChannels/LOCATR/performBasicSearch.do# 	100 VILLAGE CT - STE 301 HAZLET, NJ , 07730 USA	Phone: 732- 847-9600 Website: www.atp- us.com (http://www.atp- us.com)

Partner Name	Location	Contact Details
Show 25 Showing 1-1 of 1		

- [Contacts \(//www.cisco.com/web/siteassets/contacts/index.html\)](http://www.cisco.com/web/siteassets/contacts/index.html) |
- [Feedback \(https://secure.opinionlab.com/cc01/o.asp?id=jBjOhqOJ\)](https://secure.opinionlab.com/cc01/o.asp?id=jBjOhqOJ)
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- [Trademarks of Cisco Systems Inc. \(//www.cisco.com/web/siteassets/legal/trademark.html\)](http://www.cisco.com/web/siteassets/legal/trademark.html)

Aspire Managed & Support Services

February 24th, 2016



Abstract: *The following is an overview of Aspire's Managed & Support Services. The content herein is proprietary and the materials, ideas, and concepts contained herein are to be used exclusively to evaluate the capabilities of Aspire. The information and ideas herein may not be recreated or redistributed without consent from Aspire Executive leadership.*

Aspire Managed & Support Services



ASPIRE

Powering Business Transformation

Aspire Managed & Support Services



SLA driven managed and support services offered as a monthly cost

- 24 x 7 x 365 monitoring, alert notification and remediation
- Alert & incident prioritization with multi-level escalations
- Firmware updates as requested
- Troubleshooting and full remediation
- Vendor escalation and issue management to full resolution
- Move, adds, and changes (MACs)
- Quarterly Business Reviews
- Quarterly technology roadmap reviews
- Remote and on-site support



Aspire Managed & Support Services



Service Features	Foundations	Guardian	Guardian PLUS
Technology Service Center Support (Remote and Onsite)	✓	✓	✓
Monitoring, management, tickets, reports, etc.		✓	✓
24x7 monitoring for performance and availability; alert validation and escalation – managed services		✓	✓
Asset inventory		✓	✓
Configuration backup of network devices as applicable		✓	✓
Patch management & pro-active maintenance			✓
Firmware upgrades as needed			✓
Troubleshooting and full remediation			✓
Vendor tech support for further troubleshooting and full resolution			✓
Move, add, and changes (MACs)			✓
Hardware vendor management for RMA (i.e. RMA coordination in case of failed hardware, installation coordination, and configuration)			✓

Service Level Agreements



Severity	Event Description	Event Impact	Response SLA (Business Hours)	Response SLA (After Business Hours)
Severity 1 (Critical/High)	There is a critical impact to Client's business operation, or the network environment is severely degraded by unacceptable Network or Environment performance.	Severe or Significant Business Impact if activity continues OR situation is not resolved	30 minutes	1 hour
Severity 2 (Medium)	Operational performance is impaired, although most business operations remain functional.	Minimal Business Impact	2 hours	4 hours
Severity 3 (Low)	Information is required on product capabilities, installation, or configuration. There is no impact to Client's business operation. Client and ATP both are willing to provide resources during Standard Business Hours to provide information as requested.	No Business Impact, Change Request	Same Business Day	Next Business Day or according to scheduled event

Client Onboarding



- Support Contract Reporting and Review
 - OPs Processing
 - PS Processing
- Perform IT Infrastructure Assessment/Review
- Provide Remediation Requirements
 - Necessary for ongoing support
- Remote Monitoring Configuration and Validation, and
- Reporting Setup and Communications Planning
 - Incident escalation design
 - Knowledge transfer
 - Quarterly Business Review Schedule



ASPIRE
Powering Business Transformation

Device List

Device	Vendor	Quantity
VMWare ESXI Hosts	Cisco	12
Cisco Integrated Management Console	Cisco	2
Cisco Call Manager 10.5 (Pub & Sub)	Cisco	4
Cisco Contact Center 10.6 (Pub & Sub)	Cisco	2
Cisco Call Manager 7.1.5	Cisco	2
Cisco Contact Center 8.0	Cisco	3
Cisco 4351 ISR Router	Cisco	2
Cisco 2851 ISR Router	Cisco	4
Cisco 2821 ISR Router	Cisco	1
Cisco 2811 ISR Router	Cisco	3
Prime License Manager	Cisco	1

Investment Summary: *Guardian + Service*



Aspire Managed & Support Services	Cost Type	Cost
Guardian+: Includes support for onsite and remote issue resolution.	Monthly	\$13,500
Onboarding Fee	One-Time	\$10,000

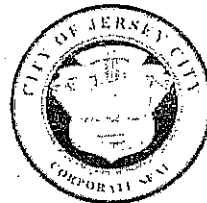
* Aspire Managed & Support Services contract contingent upon the following:

- 1) All equipment must be covered under manufacturer maintenance contracts (Ex: Cisco SMARTnet)
- 2) Full remediation of all projects deemed High Priority based on network assessment

Your Aspire Team



Name	Role	Email	Phone Number
Ivan Baez	Managed Services Practice Lead	ibaez@atp-us.com	732-847-9561
Greg Davidson	VP of Engineering	gdavidson@atp-us.com	732-847-9562
Jon Garlock	Director of Professional Services	jgarlock@atp-us.com	732-847-9619
Ron Darling	Director of U.C. and Collaboration	rdarling@atp-us.com	732-847-9629
Roberto Toscano	Account Manager	rtoscano@atp-us.com	732-847-9587



An entire team dedicated to the success of
The City of Jersey City



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ROBERT A. ROMANO
Acting State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT # 1
M-0483
SOLICITATION #16-R-24098

Date: October 19, 2015

To: State Agencies and Cooperative Purchasing Participants

From: Vicente Azarcon, Purchase Bureau

Subject: Computer Equipment, Peripherals and Related Services

Contract Period: October 1, 2015 to March 31, 2017

The contract for Computer Equipment, Peripherals and Related Services expiration date has been corrected from 5/31/17 to 3/31/17.

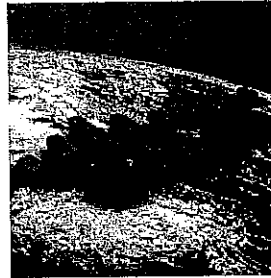
All other terms, conditions, and prices remain the same.

NASPO ValuePoint Computer Equipment New Jersey

- [HOME](#)
- [SOLUTIONS](#)
- [INDUSTRY SOLUTIONS](#)
- [GOVERNMENT](#)
- [U.S. GOVERNMENT SOLUTIONS AND SERVICES](#)
- [RESOURCES FOR U.S. GOVERNMENT](#)
- [GOVERNMENT CONTRACTS AND FUNDING VEHICLES](#)
- [STATE AND LOCAL GOVERNMENT CONTRACTS](#)
- [NASPO VALUEPOINT COMPEQ](#)
- [NVP CompEq CA](#)
- [NVP CompEq FL](#)
- [NVP CompEq NJ](#)
- [NVP CompEq ND](#)
- [NVP CompEq TN](#)

NVP #MNWMC-105 Participating Addendum for NJ

Contract Start Date: October 1, 2015
Contract End Date: March 31, 2017 (36 month extension option)



Minimum Discounts	Ordering Instructions	Contract Documents
-----------------------------------	---------------------------------------	------------------------------------

Cisco Systems, inc. ("Cisco") requires Purchase Orders under the NVP Cisco Master Agreement #MNWSC-105 and each State's NVP CE Participating Addendum to be processed through our Authorized Resellers.

Customers (Authorized Purchasers) may select any of the Authorized Resellers listed for your State.

Purchase Order Instructions

1. Select one of the Authorized Resellers listed below.
2. Issue the Purchase Order directly to the selected Authorized Reseller.
3. Reference the NVP Cisco Master Agreement #MNWSC-105 and your State's NVP CE Participating Addendum contract # (if applicable) on your Purchase Order.
4. Include the following contact info: Your customer name and phone number, "Ship To" and "Bill To" addresses.

Authorized Resellers will directly ship the orders placed to the identified "Ship To" address (es). Customers will then be invoiced directly by the Authorized Resellers. Payments must be made in accordance with the terms of the NVP Cisco Master Agreement #MNWSC-105 and your State's respective NVP CE Participating Addendum.

Return Goods Policy

Please refer to the NVP Cisco Master Agreement #MNWSC-105 for warranty terms.

Repair or Replacement of Products

Please directly contact the Authorized Reseller who processed your original Purchase Order for the Cisco Products. Subject to the warranty terms of the NVP Cisco Master Agreement #MNWSC-105 the Authorized Reseller will work with you and Cisco on the matter.

Related Links

- [Partner Locator](#)
- [NASPO ValuePoint Website](#)
- [State of New Jersey](#)

Adobe® Reader®

- [Get Adobe Reader](#)

Contact Us

- [Full Contact List](#)

Marketing

- [Data Center and Virtualization Overview](#)
- [Unified Computing System Solution Overview](#)

- [Information For Small Business](#)
- [Midsize Business](#)
- [Service Provider](#)
- [Industries](#)
- [Marketplace](#)
- [Contacts](#)

- [News & Alerts](#)
- [Newsroom](#)
- [Blogs](#)
- [Field Notices](#)
- [Security Advisories](#)
- [Technology Trends](#)
- [Cloud](#)
- [Internet of Things \(IoT\)](#)

- [Support](#)
- [Downloads](#)
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- [Learning Network](#)
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**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS**

Under
NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")
Contract for Computer Equipment
Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices
Including Related Peripherals and Services
[State of Minnesota Master Contract Number MNWNC-105]

This Participating Addendum is made as of October 1, 2015, or the last date of signature below, whichever is later (the "Effective Date"), by and between, Cisco Systems, Inc., whose address is 170 West Tasman Drive, San Jose CA, 95134 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

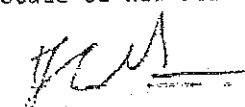
WHEREAS, the State of Minnesota and Contractor have entered into Master Agreement #MNWNC-105 (the "WSCA Master Agreement"), which may be found at the following URL:
<http://www.naspovaluepoint.org/#/contract-details/52/overview/general>, awarded in accordance with the State of Minnesota Request for Proposal for Computer Equipment; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with fifteen other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the WSCA Master Agreement to provide computer equipment is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

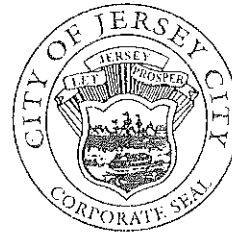
WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the Effective Date.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: _____</p> <p>Name: Jignasa Desai-McCleary</p> <p>Title: Director</p> <p>Date: _____</p>	<p>CONTRACTOR</p> <p>By: _____</p> <p>Name: <u>Phil Lozano</u> Director, Finance</p> <p>Title: _____</p> <p>Date: <u>AUG 31 2015</u></p>
<p>Approved as to Form: John J. Hoffman Acting Attorney General of the State of New Jersey</p> <p>By: </p> <p>Name: <u>John J. Hoffman</u></p> <p>Title: Deputy Attorney General</p> <p>Date: <u>7/25/15</u></p>	<p>APPROVED BY LEGAL</p>

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.359
Agenda No. 10.Z.12
Approved: MAY 25 2016
TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services; and

WHEREAS, Robert Santilli Consulting has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2016 to Dec 31, 2016) for the sum of Fifty-One Thousand Three hundred (\$51,300) Dollars; and

WHEREAS, funds in the amount of Fifty-One Thousand Three Hundred \$51,300.00 Dollars are available in the 2016 current permanent budget Account No.16-01-201-25-240-310; source of funds is from operating account.

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Robert Santilli Consulting has completed and submitted a Business Entity Disclosure Certification which certifies that Robert Santilli Consulting has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Robert Santilli Consulting from making any reportable contributions during the term of the contract; and

WHEREAS, Robert Santilli Consulting has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008.

City Clerk File No. Res. 16-359

Agenda No. 10-Z-12 MAY 25 2016

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one (1) year contract (January 1, 2016 to December 31, 2016) is awarded to Robert Santilli Consulting in the amount of \$51,300.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1) (dd); and
3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2016 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.16- 01-201-25-240-310.

Police Department
Acct. No 16-01-201-25-240-310

PO# 121044

Amount \$51, 300.00

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

Project Manager

Department/Division	Police /Fiscal	Public Safety
Name/Title	Robert Baker, Sr.	IT Commander
Phone/email	201-547-5997	RBakerSr@NJJCPS.Org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services. The software was designed to tract and report Police overtime and purchasing records.

Cost (Identify all sources and amounts)

201 OE \$51,300

Contract term (include all proposed renewals)

Jan 1, 2016 thru December 31, 2016

Type of award

Non- Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome Cole
Signature of Department Director

2/16/16
Date

Robert Santilli
Consulting

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (908) 403-3436

Statement of Work
For
Jersey City Police Department
Contract Programming and Maintenance

Address: 8 Erie Street
Jersey City, NJ 07302
Contact: Tawana Moody

February 5, 2016

Sent to Pat
Vega again
Mon, 4-11-16
Mark R.

Scope of Work

1) Maintenance, support and upgrades for the following applications:

- Narcotics Database
- Gang Database
- Narcotics Drug Lab Reporting Database
- Purchasing Database (All Years)
- Purchasing Database(Police Fiscal)
- Officer Overtime Database
- Civilian Salary Database
- Medical Database
- Juvenile Database
- Juvenile Curfew Database
- Assigned Cases Database
- Off Duty Application
- Municipal Overtime Database
- Stolen Vehicle Database
- Seized Car / Car Pound Database
- Off Duty Employment
- Auto Theft Database
- UCR Online Reporting System (Arrests, Accidents, Investigations and Property)
- Internal Affairs Application
- IAU Photo Database
- IAU Database
- Police Range Database
- Help Desk Manager
- Chief's Correspondence
- Field Interviews Database
- Missing Persons Database
- East District Database

Programming, data recovery and data conversions. Maintenance and update of master database tables associated with all applications. Management of all officer information updated regularly to match contract salaries. Management of end-user data permissions. Updates to applications and creation of new reports as requested. Creation of new databases for all applications that are archived yearly. 300 Hours at \$90 per hour.....\$27,000

- 2) SQL Server backups and data maintenance on all of the above software. SQL data maintenance and support for the IAU data created by different vendor. \$900 per month\$10,800
- 3) Onsite IT support totaling 150 hours per year.....\$13,500

Total Contract Cost \$51,300

Any additional projects that go beyond the 250 billable hours or not included in the above work will be handled under a separate contract.

Performance of Services

Robert Santilli Consulting shall determine the manner in which the Services are to be performed and the specific hours to be worked. CITY OF JERSEY CITY **must contact** Robert Santilli Consulting **to arrange for the scheduling of appointments** so as to enable Robert Santilli Consulting to reasonably fulfill their obligations under this Agreement. City of Jersey City will forfeit the remaining hours if they are not used within the contracted term.

Confidentiality

Robert Santilli Consulting agrees that Robert Santilli Consulting will not at any time or in any manner, either directly or indirectly, use any information for Robert Santilli Consulting's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of CITY OF JERSEY CITY. Robert Santilli Consulting will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Outside Contractors\Consultants

CITY OF JERSEY CITY recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Robert Santilli Consulting. Contacting an outside contractor\consultant will be done solely by CITY OF JERSEY CITY. Robert Santilli Consulting will if possible make recommendations or referrals but the hiring is to be done by CITY OF JERSEY CITY only. Robert Santilli Consulting is not responsible for the added cost or the standard of work done by any outside consultant\contractor. The need for an outside consultant\contractor does not change the terms or validity of this contract nor does it dismiss the charges incurred by the CITY OF JERSEY CITY for Robert Santilli Consulting in working on the problem prior to the transfer to an outside contractor\consultant.

This Agreement shall be effective for a period of twelve (12) months starting January 1, 2016 and ending December 31st 2016.

Robert Santilli

Date

James J. Fruscione

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N. J. 08646-0252

TAXPAYER NAME:
SANTILLI, ROBERT

ADDRESS:
18 NILES AVENUE
MIDDLETOWN, NJ 07748
EFFECTIVE DATE:

09/01/00

TRADE NAME:
ROBERT SANTILLI CONSULTING

SEQUENCE NUMBER:
1257235

ISSUANCE DATE:
08/11/06

James J. Fruscione
Acting Director
New Jersey Division of Revenue

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

Certification

44451

This is to certify that the information 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 1-5-MAR-2010 to 04-5-MAR-2017.

ROBERT SANTILLI CONSULTING
18 NILES AVENUE
MIDDLEBURY
NJ 07748


Andrew P. Sidamon-Eristoff
Acting State Treasurer


DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Robert Santilli to provide the City with computer software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2016.
4. The amount of the contract is \$51,300.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

2/10/16


James Shea, Police Director

L

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See specific instructions on page 2.

Name: ROBERT SANTILLI

Business name, if different from above: ROBERT SANTILLI CONSULTING

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 18 NILES AVE

City, state, and ZIP code: MIDDLETOWN, NJ 07748

List account number(s) here (optional):

Requester's name and address (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 3/11/16

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

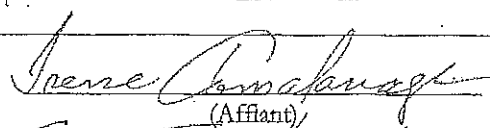
Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: ROBERT SANTILLI CONSULTING
 Signed: [Signature] Title: OWNER
 Print Name: ROBERT SANTILLI Date: 3/11/16

Subscribed and sworn before me this 11 day of March, 2016


 (Affiant)
IRENE TOMALAVAGE
 (Print name & title of affiant) (Corporate Seal)

My Commission expires: NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires July 28, 2018

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ROBERT SANTILLI CONSULTING (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ROBERT SANTILLI CONSULTING (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: ROBERT SANTILLI CONSULTING

Signed R. Santilli Title: OWNER

Print Name ROBERT SANTILLI Date: 3/11/16

Subscribed and sworn before me
this 11 day of March, 2016.

My Commission expires:

Irene Tomalavage
(Affiant)

IRENE TOMALAVAGE
(Print name & title of affiant) (Corporate Seal)

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2016

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

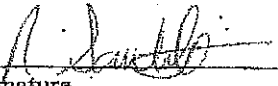
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	ROBERT SANTILLI CONSULTING		
Address:	18 NILES AVE		
City:	MIDDLETOWN	State:	NJ
		Zip:	07748

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 ROBERT SANTILLI OWNER
Signature Printed Name Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): ROBERT SANTILLI OWNER

Representative's Signature: [Signature]

Name of Company: ROBERT SANTILLI CONSULTING

Tel. No.: 908-403-3436
732-845-9376

Date: 3/12/16

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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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's 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 proceeding 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.

Representative's Name/Title (Print): ROBERT SANTILLI / OWNER
Representative's Signature: R. SANTILLI
Name of Company: ROBERT SANTILLI CONSULTING
Tel. No.: 732-895-9376 Date: 3/11/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ROBERT SANTILLI CONSULTING
Address: 18 NILES AVE MIDDLETOWN, NJ
Telephone No.: 732-895-9376
Contact Name: ROBERT SANTILLI

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBB)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

James J. Fruscione

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
SANTILLI, ROBERT

ADDRESS:
18 NILES AVENUE
MIDDLETOWN NJ 07748

EFFECTIVE DATE:

09/01/00

TRADE NAME:

ROBERT SANTILLI CONSULTING

SEQUENCE NUMBER:

1257235

ISSUANCE DATE:

08/11/06

James J. Fruscione

Acting Director
New Jersey Division of Revenue

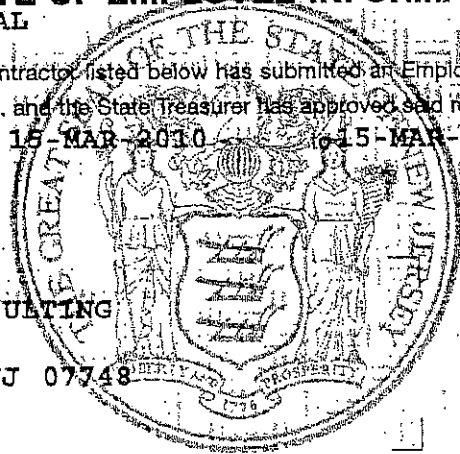
Certification 44451

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAR-2010~~ to ~~15-MAR-2017~~

ROBERT SANTILLI CONSULTING
18 NILES AVENUE
MIDDLETOWN

NJ 07748




Andrew P. Sidamon-Eristoff
Acting State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.360

Agenda No. 10.Z.13

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO V.E. RALPH & SON INC. FOR THE PURCHASE AND DELIVERY OF MEDICAL SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Middlesex Regional Educational Services Commission (MRESC) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Office of Emergency Management has secured a federal grant to purchase medical supplies and equipment associated with the Jersey City Volunteer United Rescue 1st Responder Program; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Middlesex Regional Educational Services Commission (MRESC); and

WHEREAS, the Office of Emergency Management wish to purchase medical supplies from V.E. Ralph & Son, Inc., 520 Schuyler Avenue, PO Box 633 Kearny, New Jersey 07032 who is in possession of MRESC contract 14/15-33; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. V.E. Ralph & Son, Inc.'s proposal to purchase and deliver medical equipment and supplies is accepted and a contract in the amount of \$186,739.34 is awarded to V.E. Ralph & Son, Inc.
2. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
3. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on page 2)

City Clerk File No. Res. 116-360

Agenda No. 10.Z.13

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO V.E. RALPH & SON INC. FOR THE PURCHASE AND DELIVERY OF MEDICAL SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

OEM UASI FY-14 Federal & State Grant Fund

Account	P.O. #	Total Contract
02-213-40-663-314	120952	\$186,739.34

Approved by Peter M. Folgado May 10, 2016
 Peter Folgado, Director of Purchasing, Date
 QPA, RPPO

PF/pv
5/10/16

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: [Signature] _____
 Business Administrator Corporation Counsel
 Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO V.E. RALPH & SON INC. FOR THE PURCHASE AND DELIVERY OF MEDICAL SUPPLIES FOR THE OFFICE OF EMERGENCY MANAGEMENT THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Initiator

Department/Division	Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681/201.424-8625	wkierce@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will support the purchase of equipment associated with the United Rescue Jersey City volunteer 1st responder program. In cooperation with the NJ Office of Homeland Security & Preparedness the Office of Emergency Management & Homeland Security secured a \$200,000.00 grant from UASI FFY-14 grant funding to support this initiative which will supply equipment for 100 United Rescue Jersey City volunteers.

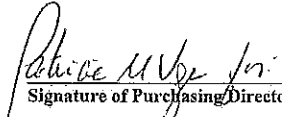
I certify that all the facts presented herein are accurate.



Signature of Department Director

5/10/16

Date



Signature of Purchasing Director

Date

Bid	Medical Supplies – Bid #MRESC 14/15-33
Vendor	V.E.RALPH & SON,INC.
Representative	MICHAEL MADDALONI
Address	320 SCHUYLER AVENUE KEARNY NEW JERSEY 07032
Telephone #	201-997-2400 TOLL-FREE 800-526-1196
Fax #	201-997-6556 TOLL-FREE 800-772-7203
Email	MMADDALONI@VERALPH.COM / SALES@VERALPH.COM
Website	WWW.VERALPH.COM

MOORE MEDICAL		VE RALPH		
\$ 93.80		\$ 148.90		55.1
\$ 188.00		\$ 295.00		107
\$ 66.42		\$ 108.00		41.58
\$ 2,920.00		\$ 5,800.00		2880
\$ 60.00		\$ 339.00		279
\$ 274.00		\$ 235.00		-39
\$ 1,331.00		\$ 1,445.00		114
\$ 475.00		\$ 645.00		170
\$ 1,347.00		\$ 1,325.00		-22
\$ -	NO BID	\$ 35,395.00		
\$ 1,011.00		\$ 995.00		-16
\$ 1,347.00		\$ 1,325.00		-22
\$ 247.00		\$ 295.00		48
\$ 148.00		\$ 230.00		82
\$ 136.00		\$ 190.00		54
\$ 72.00		\$ 68.00		-4
\$ 61.20		\$ 56.90		-4.3
\$ 132.26		\$ 168.30		36.04
\$ 158.04		\$ 186.30		28.26
\$ 56.16		\$ 87.10		30.94
\$ 9.18		\$ 5.70		-3.48
\$ 74.80		\$ 93.50		18.7
\$ 10.74		\$ 10.14		-0.6
\$ 195.00		\$ 450.00		255
\$ 94.00		\$ 139.00		45
\$ 23.90		\$ 24.50		0.6
\$ 251.00		\$ 235.00		-16
\$ 575.00		\$ 595.00		20
\$ 1,053.00		\$ 665.00		-388
\$ 1,374.00		\$ 1,295.00		-79
\$ 1,053.00		\$ 1,065.00		12
\$ 232.00		\$ 290.00		58
\$ 2,459.00		\$ 2,765.00		306
\$ -	NO BID	\$ 2,965.00		
\$ 84.00		\$ 179.00		95
\$ 123,500.00		\$ 117,000.00		-6500
\$ 8,650.00		\$ -	INCLUDED	
\$ 6,175.00		\$ 6,375.00		200
\$ 3,300.00		\$ 3,250.00		-50
\$ -	NO BID	\$ -		
\$ 159,237.50		\$ 186,739.34		-2208.16

MOORE MEDICAL COULD NOT SUPPLY 3 ITEMS
VE RALPH QUOTED ON ALL
GRANT FUNDS NEED TO BE ENCUMBERED & REIMBURSED
BY JULY 1, 2016.



New Jersey Division of Revenue

Revenue

NJBGS

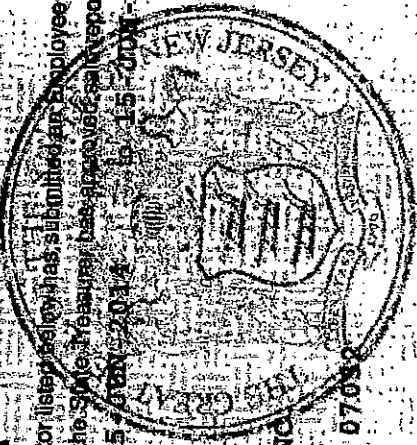
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062774 FOR V. E. RALPH & SON, INC. IS VALID.

Certification 14562

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 Treasury has approved the report. This approval will remain in effect for the period of 15 JAN 2014 to 15 JUN 2021.



V. E. RALPH AND SON INC
320 SCHUYLER AVE.
PEARLY
NJ 07032

A handwritten signature and the official seal of the State of New Jersey.

Andrew P. Sidamon-Eristoff
State Treasurer

V.E. RALPH & SON, INC.

P.O. Box 633 - 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1198
 FAX: (201)997-6556

P1

QUOTE NO. 62745

DATE 04/14/16

143960
 TO: CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

S
H
I
O
P

CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

TEL #: 201-547-5681

FAX #: E-MAIL

CONTACT	TERMS	ESTIMATED SHIP DATE	FOB
SGT. GREG KIERCE	NET 30 DAYS	7-20 DAYS ARO	KEARNY

QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT	
10	PKG	10-007809	CONVENIENCE BAG 12/PKG	14.89	148.90	9.38
100	EA	18-000139	PARAMED SCISSOR - BLUE	2.95	295.00	1.88
18	PK	18-000211	PEN-LITES, PACK OF 6	6.00	108.00	3.69
100	EA	LSPL24030-G	OXYGEN REGULATOR 0-25LPM BRASS - LITERFLOW ONLY	58.00	5,800.00	29.20
100	EA	12-005080	SMALL METAL CYL WRENCH	3.39	339.00	.60
100	EA	18-7110	DYNAREX STETHOSCOPE - SINGLE HEAD	2.35	235.00	2.74
100	EA	12-4588	NASO AIRWAY KIT W/ 6 SIZE AIRWAYS & 6-PACK	14.45	1,445.00	13.31
100	EA	DYN4902	OB KIT POLYBAGED	6.45	645.00	4.75
100	EA	12-243006	AMBU SPUR RESUS NEONATE NOTE: RESCUE PACKS TO BE ASSEMBLED AND STOCKED WITH ALL PRODUCTS AS PER CUSTOMERS SPECS AT NO ADDITIONAL CHARGE AS A DONATION TO THE UNITED RESCUE PROGRAM..... **QUOTATION 2016 RETAIL VALUE IS \$78,378.30 FOR MERCHANDISE REPRESENTING A \$18,263.96 DISCOUNT FOR UNITED RESCUE...	13.25	1,325.00	13.47

PRICES ARE GUARANTEED THROUGH:

TOTAL

QUOTED BY:

Serving The People Who Serve The People Since 1946.

V.E. RALPH & SON, INC.

P.O. Box 833 • 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
 FAX: (201)997-8556

pr

QUOTE NO. 62745

DATE 04/14/16

TO: 143960
 CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

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CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

TEL #: 201-547-5681

FAX #: E-MAIL

CONTACT		TERMS	ESTIMATED SHIP DATE	FOB	
SGT.GREG KIERCE		NET 30 DAYS	7-20 DAYS ARO	KEARNY	
QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
100	EA	R&B365-OR-A	URBAN RESCUE PACK ORG W 9 SM 1 LG PKT NO SLEEVE	353.95	35,395.00 <i>4</i>
100	EA	12-242002	SPUR II ADULT BVM RESUS	9.95	995.00 <i>10.11</i>
100	EA	12-243004	SPUR PED BVM RESUS	13.25	1,325.00 <i>13.47</i>
100	EA	12-001153	DISP ORAL AIRWAY KIT	2.95	295.00 <i>2.47</i>
200	EA	12-25058	PEDIATRIC NON REBREATHER MASK	1.15	230.00 <i>.74</i>
200	EA	12-25059	ADULT NON-REBREATHER MASK	0.95	190.00 <i>.68</i>
200	EA	12-24004	ADULT NASAL CANNULA 7' TUBE FLARED TIP	0.34	68.00 <i>.36</i>
10	BX	10-100404	STERILE GAUZE PAD 4X4 (10 0)	5.69	56.90 <i>6.12</i>
34	DZ	10-000082	BULK TRIANGULAR/POLYBAG	4.95	168.30 <i>3.89</i>
18	BX	10-013110	PETROLATUM GAUZE DRESSING BOX OF 12	10.35	186.30 <i>8.98</i>
26	BX	10-1003041	STERILE CONF BANDAGE 3" 1 2/PK	3.35	87.10 <i>2.16</i>
6	BX	10-033901	ALCOHOL PREPD (100)	0.95	5.70 <i>1.53</i>
10	EA	10-3562	CLOTH TAPE 1" X 10 YD 12/BX #3562	9.35	93.50 <i>7.48</i>
PRICES ARE GUARANTEED THROUGH:				TOTAL	
QUOTED BY:					

Serving The People Who Serve The People Since 1946.

V.E. RALPH & SON, INC.

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
 FAX: (201)997-8556

P3

QUOTE NO. 62745

DATE 04/14/16

143960
 TO: CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

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CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

TEL #: 201-547-5681

FAX #: E-MAIL

CONTACT		TERMS	ESTIMATED SHIP DATE	FOB	
SGT.GREG KIERCE		NET 30 DAYS	7-20 DAYS ARO	KEARNY	
QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
6	BX	10-3602	ADHESIVE BANDAGE-SHEER 1X 3 100/BOX	1.69	10.14 1.79
100	EA	10-000701	STERILE BURN SHEET	4.50	450.00 1.95
100	EA	10-001101	MULTI-TRAUMA DRESSING	1.39	139.00 1.94
10	BX	10-1000509	STER COMBINE PAD 5X9 (20)	2.45	24.50 2.39
20	EA	10-2295	DYNAREX MOLDED N95 MASK BOX OF 20	11.75	235.00 12.55
100	BX	10-2513	SAFE-TOUCH NITRILE EXAM GLOVES-LARGE P-FREE	5.95	595.00 5.75
100	EA	18-7107	DYNAREX ADULT ANEROID SPHYGMOMANOMETER	6.65	665.00 10.53
100	EA	18-7108	DYNAREX LG.ADULT ANEROID SPHYGMOMANOMETER	12.95	1,295.00 13.74
100	EA	18-7106	DYNAREX CHILD ANEROID SPHYGMOMANOMETER	10.65	1,065.00 10.53
100	BT	10-613801	SALINE SOLUTION/250 ML	2.90	290.00 2.32
100	EA	10-300002	C-A-T TOURNIQUET ORANGE GEN 7	27.65	2,765.00 24.59
100	EA	12-610000	SUCTION EASY MAN SUCT DEV	29.65	2,965.00 4
100	EA	10-002194	BULB SYRINGE	1.79	179.00 1.84

PRICES ARE GUARANTEED THROUGH:

TOTAL

QUOTED BY:

Serving The People Who Serve The People Since 1946.

V.E. RALPH & SON, INC.

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
 TELEPHONE: (201) 997-2400 · TOLL FREE: (800) 526-1196
 FAX: (201) 997-8558

84

QUOTE NO. 62746

DATE 04/14/16

143960
 TO: CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

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CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

TEL #: 201-547-5681

FAX #: E-MAIL

CONTACT		TERMS	ESTIMATED SHIP DATE	FOB	
SGT. GREG KIERCE		NET 30 DAYS	2-3 DAYS ARO	KEARNY	
QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
100	EA	24-861304	FRX DEFIBRILLATOR HEARTSTART ** LABEL AS NOTE: PHILIPS 2016 RETAIL PRICE IS \$1952.00 PER UNIT... DISCOUNT OF \$792.00 PER UNIT APPLIED TOWARDS ORDER.....	1170.00 <i>\$ 1235.-</i>	117,000.00
100	EA	24-FRX39251	CARRY CASE FRX DEFIB NOTE: PHILIPS 2016 RETAIL PRICE IS \$147.00 PER CARRYING CASE.. CASES BEING PROVIDED AT NO CHARGE TO UNITED RESCUE AS A DONATION FOR PROGRAM.....	0.00 <i>86.50</i>	0.00
100	EA	24-FRX39311	INFANT/CHILD KEY FRX	<i>61.75</i> 63.75	6,375.00
100	EA	24-FRX39261	SMART PAD II FRX NOTE: PHILIPS TOTAL 2016 RETAIL VALUE OF ORDER IS \$226,300.00. DISCOUNT OF \$99,675.00 APPLIED FOR UNITED RESCUE PROGRAM.....	32.50 <i>33.00</i>	3,250.00
SPECIAL DISCOUNTED PRICING **FREIGHT-FREE SHIPMENT** <div style="text-align: center;"> <input checked="" type="checkbox"/> APPROVED <i>FY-15</i> <i># 02 212 46 603 314</i> </div>					
PRICES ARE GUARANTEED THROUGH: 05/14/16				TOTAL	126,625.00

QUOTED BY: MIKE MADDALONI

Serving The People Who Serve The People Since 1946.

V.E. RALPH & SON, INC.

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
 FAX: (201)997-6556

QUOTE NO. 62745

DATE 04/14/16

TO: 143960
 CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

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CITY OF JERSEY CITY
 OFFICE OF EMERGENCY MANAGEMENT
 715 SUMMIT AVENUE
 JERSEY CITY, NJ 07307

TEL #: 201-547-5681

FAX #: E-MAIL

CONTACT	TERMS	ESTIMATED SHIP DATE	FOB
SGT.GREG KIERCE	NET 30 DAYS	7-20 DAYS ARO	KEARNY

QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>**SPECIAL DISCOUNTED PRICING** **FREIGHT-FREE SHIPMENT**</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> APPROVED FY-15 02 213 40 663 314 <i>[Signature]</i> </p>		

PRICES ARE GUARANTEED THROUGH: 05/14/16 TOTAL 60,114.34

QUOTED BY: MIKE MADDALONI
Serving The People Who Serve The People Since 1946.

Patricia Vega

From: Zarnetske, Christia [tia.zarnetske@mooremedical.com]
Sent: Thursday, April 28, 2016 8:28 AM
To: Patricia Vega
Subject: NPP Quote from Moore Medical
Attachments: 2076901_Jersey City_Quote#926373_04282016.pdf

Hello Patricia,

I am re-sending this email because I got an undeliverable message last night so hopefully this time the quote goes through.

Attached is a NPP Contract price quote from Moore Medical. This quote is based off the item list you provided. I do have some quick notes:

- Moore does not have the "Suction Easy" units so that item is not on the quote. ✕
- Moore does not have the Toxirae 3 CO monitor so that item is not on the quote. ✕
- Moore currently only has the "Urban Rescue" pack available with a sleeve. ✕
- Some of the descriptions cut off so if you need to make any changes, please let me know and I would be happy to adjust.

If you have any questions on the items quoted, you can click on the hyperlinked item # and it will bring you to our website for that item to read product information or I would be happy to answer any questions you have.

Please let me know if there is anything I can assist you with.

Tia Zarnetske
Contract Administrator

Moore Medical LLC
Bids & Quotes
1690 New Britain Avenue
Farmington, CT 06032-3361
Tel: 800.234.1464; Ext. 5452
Fax: 877-354-5916
Email: tia.zarnetske@mooremedical.com

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Customer Number - 2076901
 City Of Jersey City
 280 Grove St
 JERSEY CITY, NJ 073023610
 Attention:

PO No.
 RFQ No.
 Quotation No. 926373
 Eff. Date 04/27/2016
 Sales Rep Tia Zarnetske

Item #	Description	Country	Size	Package	U/M	Qty	Unit Price*	Extended Price
16993	Urgent Assist Bag	China		Pkg/12	EA	10	\$ 9.38	\$ 93.80
22660	Scissors 7 1/4" Medicut RB	Pakistan	7 1/4"	Each	EA	100	\$ 1.88	\$ 188.00
81238	Penlight Diagnostic Disp Moore	China		Pkg/6	EA	18	\$ 3.69	\$ 66.42
95184	Regulator O-25LPM Brass+Alum	China		Each	EA	100	\$ 29.20	\$ 2,920.00
77734	Oxygen Cylinder Wrench Plas Sm	China	Small	Each	EA	100	\$ 0.60	\$ 60.00
66237	Stethoscope Nurses-Blk	China, Taiwan		Each	EA	100	\$ 2.74	\$ 274.00
89235	Robertazzi Airway Emer 22-32Fr	Malaysia	22-32Fr	Pkg/6	EA	100	\$ 13.31	\$ 1,331.00
92794	OB Kit Disposable	USA		Each	EA	100	\$ 4.75	\$ 475.00
81824	Ambu SPUR II Pedi Bag/Neo Mask	China	Pediatric Bag with Neonatal Mask, #1	Each	EA	100	\$ 13.47	\$ 1,347.00
15111	Urban Rescue Pack #365-BD DS	USA		Each	EA	100	\$ 324.33	\$ 32,433.00
81050	Ambu SPUR II Adlt Bg/Adlt Mask	China	Adult Bag with Adult Mask Medium, #5	Each	EA	100	\$ 10.11	\$ 1,011.00
81825	Ambu SPUR II Pedi Bag/Tdlr Msk	China	Pediatric Bag with Toddler Mask, #3	Each	EA	100	\$ 13.47	\$ 1,347.00
82135	Airway Kit Berman Color	Taiwan	Kit	Box/8	EA	100	\$ 2.47	\$ 247.00
15049	Mask O2 Hgh Cnc Ped Non Rbrth	China		Each	EA	200	\$ 0.74	\$ 148.00
15051	Mask O2 Hgh Cnc Adl NRbrth Elg	China		Each	EA	200	\$ 0.68	\$ 136.00
82285	Nasal Cannula Adult Flare Str	Mexico	Adult	Each	EA	200	\$ 0.36	\$ 72.00
08252	Gauze Pads 4x4 Ster Bx100	China	4" x 4"	Box/100	EA	10	\$ 6.12	\$ 61.20
59950	Triangular Bandage	China	Unisize	Pkg/12	EA	34	\$ 3.89	\$ 132.26
08618	Vaseline Gauze Strips 3x18	Unknown	3" x 18"	Box/12	EA	18	\$ 8.78	\$ 158.04
80877	Conforming Bndg 3x4.1yd StrMMC	China	3" x 4.1yds	Bag/12	EA	26	\$ 2.16	\$ 56.16
98721	Alcohol Prep Pads MMC Ster/200	China		Box/200	EA	6	\$ 1.53	\$ 9.18
79817	Surgical Tape Cloth 1"x10yd	China	1" x 10yds	Box/12	EA	10	\$ 7.48	\$ 74.80
68189	Moore Sheer Plastic 1x3 LF	Unknown	Strip, 1" x 3"	Box/100	EA	6	\$ 1.79	\$ 10.74
16940	Burn Sheet 60x90 Sterile	China	60" x 90"	Each	EA	100	\$ 1.95	\$ 195.00
13874	Trauma Dressing Ster 10x30 MMC	China	30" x 10"	Each	EA	100	\$ 0.94	\$ 94.00
13876	ABD Pad Sterile 5x9 MMC	China	5" x 9"	Box/25	EA	10	\$ 2.39	\$ 23.90
82672	N95 Part Resp Mask MMC	China	Unisize	Box/20	EA	20	\$ 12.55	\$ 251.00
74397	Gloves Nitrile Exam PF Lrg MMC	Malaysia	Large	Box/100	EA	100	\$ 5.75	\$ 575.00

Handwritten checkmarks and initials (P1, P2, P3) are present on the right side of the table, indicating item verification.

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Item #	Description	Country	Size	Package	U/M	Qty	Unit Price*	Extended Price
99348	Sphyg Adult Navy	China, Indonesia	Adult	Each	EA	100	\$ 10.53	\$ 1,053.00
99349	Sphyg Large Adult Navy	China, Indonesia	Large Adult	Each	EA	100	\$ 13.74	\$ 1,374.00
99346	Sphyg Sm Adult Navy	China, Indonesia	Small Adult	Each	EA	100	\$ 10.53	\$ 1,053.00
45310	Sodium Chloride .9% 2F7122	USA	250mL	Each	EA	100	\$ 2.32	\$ 232.00
93971	C.A.T. Tourniquet Orn	USA		Each	EA	100	\$ 24.59	\$ 2,459.00
53731	Bulb Syringe 2oz Sterile	USA	2 oz.	Each	EA	100	\$ 0.84	\$ 84.00
23431	FRx Defib w/Std Case ORM	Unknown		Each	EA	100	\$ 1,235.00	\$ 123,500.00
Note: AED unit comes with standard carry case								
90873	Heartstart FRx Carry Case	Unknown		Each	EA	100	\$ 86.50	\$ 8,650.00
90887	Heartstart FRx Infnt/Child Key	Unknown		Each	EA	100	\$ 61.75	\$ 6,175.00
90872	Heartstart FRx Smart Defib Pad	Unknown		Each	EA	100	\$ 33.00	\$ 3,300.00
							Total	\$ 191,670.50

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✓
✓
✓
✓
✓
P3
P4

Comments:

Terms and Conditions:
 * Prices Subject to Change
 See our full Terms & Conditions at: www.mooremedical.com/terms

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.361

Agenda No. 10-Z.14

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF PORTABLE RADIO EQUIPMENT AND ACCESSORIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the APX6000 are rugged portable radios that gives the advanced features such as Mission Critical Wireless and GPS location tracking in a small, P25 TDMA-capable radio; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Motorola , 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, and submitted a proposal in the amount of Eighty Thousand, Seven Hundred Thirty Eight Dollars and Thirteen Cents (\$80,738.13) for portable radio equipment and accessories; and

WHEREAS, funding this purchase is an allowable expense under the FY-15 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, funds are available for this contract in the **UASI FY-15 Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-572-314	120898	A83909	\$80,738.13

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$80,738.13 is awarded to Motorola for the purchase and delivery of portable radio equipment and accessories for the Office of Emergency Management.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
4. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 16.361

Agenda No. 10.Z.14 MAY 25 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF PORTABLE RADIO EQUIPMENT AND ACCESSORIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the UASI FY-15 Federal & State Grant Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-572-314	120898	A83909	\$80,738.13

Approved by Peter Folgado, Peter Folgado, Director of Purchasing
 RPPO, QPA
 Date May 4, 2016

PF/pv
5/4/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND DELIVERY OF PORTABLE RADIO EQUIPMENT AND ACCESSORIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Initiator

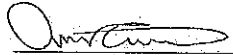
Department/Division	Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681/201 424-8625	wkierce@njeps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

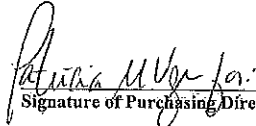
Resolution Purpose

This resolution will support the purchase of twenty-five Motorola Radios Mod. APX4000 and associated peripherals for members of the Department of Public Safety/Jersey City Police Department. This project is funded thru FFY-15 UASI funds

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/10/16
Date


Signature of Purchasing Director

Date



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS VALID.

Jersey City Public Safety Communications
 73-85 Bishop Street
 Jersey City, New Jersey 07304
 Att: Director Bob Baker Sr.

April 29, 2016

Dear Bob,

As per your request the following is a NJ State Contract 83909 Price quote on the APX6000 LI type 2.5 portables and accessories. The APX6000 Type 2.5 has the top and front screen. Encryption is NOT included per your request. Accessories include spare standard impres battery, dual impres charger for radio and spare battery, and standard mic with vol control. State contract pricing and specs are as follows:

APX6000LI TYPE 2.5 TOP AND FRONT DISPLAY LIMITED KEYPAD PORTABLE RADIO

Item	Qty.	Model #	Description	List Price	State % Discount	Unit Price	Extended Price
			APX6000LI Model 2.5 DUAL DISPLAY UHF 450-520 Mhz Portable Radio				
1	25	H98SDF9PW6N	APX6000LI Model 2.5 Single Band Top Display & Limited front display	\$2,200.00	25%	\$1,650.00	\$41,250.00
			Includes one year factory Warranty from shipment, belt clip carry holder				
1a	25	QA02756	ADD: Astro Digital CAI Operation-9600baud smartzone trunking	\$1,570.00	25%	\$1,177.50	\$29,437.50
1b	25	QA02017	UHF Range II and GPS stub antenna	\$24.00	25%	\$18.00	\$450.00
1c	25	H886AQ	4 Year Factory mail in depot warranty from shipment	\$125.00	0%	\$125.00	\$3,125.00
2	25	PMNN4403	SPARE IMPRES BATTERY 2150 MAMP	\$125.00	40%	\$75.00	\$1,875.00
3	25	NNTN7593A	IMPRES Desktop DUAL Unit Charger with display	\$375.00	25%	\$281.25	\$7,031.25
			to charge radio AND spare battery				
4	25	PMMN4065A	IMPRES RSM with vol control IP57	\$97.00	25%	\$72.75	\$1,818.75
5	0	PROGRAMING	programming to be done by Customer Team	\$60.00	0%	\$60.00	\$0.00
						Subtotal:	\$84,987.50
							Less 5% over Qty 25 Large order disc:
							(\$4,249.37)
						TOTAL:	\$80,738.13
						NJ CONTRACT 83909 Total:	\$80,738.13

APPROVED

 F/1-15

Delivery: Approx 2 wks. from PO hard copy

Terms: Net 30 Days from Invoice

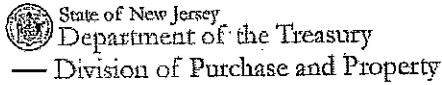
Very Truly Yours,

Thomas Schmidt Motorola Senior Account Manager

Motorola Solutions Inc.

123 Tice Boulevard

Woodcliff Lake, New Jersey 07677



**Notice of Award
 Term Contract(s)**

**T-0109
 RADIO COMMUNICATION EQUIPMENT
 AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to COURTNEY IVERSEN

Downloadable NOA Documents
 (Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [State Contract Manager Adobe PDF \(77 kb\)](#)
- [Method of Operation Adobe PDF \(163 kb\)](#)
- [Amendment #1 - Vendor Information Change Adobe PDF \(58 kb\)](#)
- [Amendment #2 - Vendor Information Change Adobe PDF \(25 kb\)](#)
- [Amendment #3 - Contract Assignment Adobe PDF \(14 kb\)](#)

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-0109
Contract #:	VARIOUS
Contract Period:	FROM : 05/01/13 TO: 04/30/18
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22183
Bid Open Date:	04/19/12
CID #:	1039655
Commodity Code:	725-78
Set-Aside:	NONE

Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	KENWOOD USA CORP 2201 E DOMINGUEZ ST PO BOX 22745 LONG BEACH, CA 90810
Contact Person:	BARRY MORRIS
Contact Phone:	310-761-8280
Order Fax:	310-761-8246
Contract#:	83927
Expiration Date:	04/30/18
Terms:	2% 20 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	KML TECHNOLOGY INC 1460 GRANDVIEW AVE UNIT # 4 PAULSBORO, NJ 08066
Contact Person:	DEBRA C WAGNER
Contact Phone:	856-848-4200
Order Fax:	856-848-1617
Contract#:	83903
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	KOVA CORP 102 EAST BAY AVE/STE J MANAHAWKIN, NJ 08050
Contact Person:	ALISHA BRADLEY
Contact Phone:	800-597-1498
Order Fax:	800-879-0720
Contract#:	83906
Expiration Date:	04/30/18
Terms:	2% 10 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	MOTOROLA SOLUTIONS INC P.O. BOX 305 BORDENTOWN, NJ 08505

Contact Person:	MARCIAL MOJENA , STATE ACCOUNT
Contact Phone:	609-324-3653
Order Fax:	609-324-2849
Contract#:	83909
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	MUTUALINK INC 1269 SOUTH BROAD ST W ALLINGFORD , CT 06492-1737
Contact Person:	DAWN ODAMS
Contact Phone:	978-467-4721
Order Fax:	928-396-0344
Contract#:	83894
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	6 W EEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC 7C MARLEN DRIVE ROBBINSVILLE, NJ 08691
Contact Person:	MICHAEL BOLLING
Contact Phone:	609-587-5500
Order Fax:	609-587-5660
Contract#:	83899
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	1 W EEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NICE SYSTEMS 301 ROUTE 17 NORTH 10TH FLOOR RUTHERFORD , NJ 20170
Contact Person:	YOCHAI RO ZENBLAT
Contact Phone:	201-964-2600
Order Fax:	201-964-2610
Contract#:	83921
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

	MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MOTOROLA SOLUTIONS INC		Contract Number: 83909			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT AND ...]	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO				
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE; UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	DEVICES DELIVERY: 30 DAYS ARO				
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...] ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9-1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB-CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS &	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	CABLING DELIVERY: 30 DAYS ARO				
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL] ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00029	COMM CODE: 924-16-085648 [EDUCATIONAL AND TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO	1.000	EA	NET	N/A

	COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MUTUALINK INC		Contract Number: 83894			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT AND ...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB-CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL] ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.362

Agenda No. 10.Z.15



WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, WHEREAS, the City of Jersey City ("City") offices needs to continuously keep stock of various types of paper for day-to-day printing and mailing; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Paper Mart Inc., 151 Ridgedale Avenue, East Hanover, New Jersey 07936 is in possession of State Contract A81663, for the purchase and delivery of paper and interoffice envelopes for a total contract amount of Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-31-433-201	121049	A81663	\$200,000.00	\$5,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Paper Mart Inc. for the purchase and delivery of paper and interoffice envelopes.
2. The total contract amount is \$200,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be effective on May 14, 2016 through May 13, 2017.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 *et seq.*;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

TITLE: *

WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-31-433-201	121049	A81663	\$200,000.00	\$5,000.00

Approved by Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

May 16, 2016
Date

PF/pv
5/12/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

WITHDRAWN

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

Project Manager

Department/Division	DPW	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevem@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ The purpose of this resolution is to provide copier paper and envelopes to various municipal offices citywide.
- ❖ State Contract vendor

Cost (Identify all sources and amounts)

01-201-31-433-201 (Unclassified Account)
Contract Amount = \$200,000.00
Temp. Encumbrancy = \$5,000.00

Contract term (include all proposed renewals)

One year contract
5/14/16 to 5/13/17

Type of award: State Contract

If "Other Exception", enter type:

Additional Information

State Contract # 81663

I certify that all the facts presented herein are accurate.

Steve Miller
Signature of Department Director 5/16/16
Date

Patricia M. V. [unclear]
Signature of Purchasing Director 5/16/16
Date

COPIER PAPER AND INTEROFFICE ENVELOPES CITY-WIDE					XPEDX		PAPER MART		
T-0018: PAPER, FINE, VARIOUS AGENCIES					UNIT	EXT AMT	UNIT	EXT AMT	
250	CT	10 X 13 interoffice envelopes			\$ 104.00	\$ 26,000.00	\$ 94.51	\$ 23,627.50	
100	CT	8.5 x 11 28#	28 LB	5791010	\$ 76.70	\$ 7,670.00	\$ 65.77	\$ 6,577.00	
20	CT	11 x 17 28#	28 LB	5791030	\$ 77.00	\$ 1,540.00	\$ 79.38	\$ 1,587.60	
20	CT	8.5 X 14 28#	28 LB	5712026	\$ 95.42	\$ 1,908.40	\$ 72.33	\$ 1,446.60	
40	CT	8.5 X 11 20#	YELLOW	20 LB	UNV11201	\$ 37.85	\$ 1,514.00	\$ 33.78	\$ 1,351.20
40	CT	8.5 X 11 20#	BLUE	20 LB	UNV11202	\$ 37.85	\$ 1,514.00	\$ 33.78	\$ 1,351.20
40	CT	8.5 X 11 20#	GREEN	20 LB	UNV11203	\$ 37.85	\$ 1,514.00	\$ 33.78	\$ 1,351.20
40	CT	8.5 X 11 20#	RED	20 LB	MOW471608	\$ 84.50	\$ 3,380.00	\$ 94.91	\$ 3,796.40
40	CT	8.5 X 11 20#	PASTELS	20 LB		\$ 37.85	\$ 1,514.00	\$ 33.78	\$ 1,351.20
20	CT	8.5 X 11	67 COLORS		\$ 34.30	\$ 686.00	\$ 29.36	\$ 587.20	
8	CT	8.5 X 11 60 #smooth	WHITE		\$ 55.39	\$ 443.12	\$ 60.10	\$ 480.80	
3	CT	8.5 X 11 20 #perforated	YELLOW	perf 1/4" left	N/B	\$ -	\$ -	\$ 122.30	\$ 366.90
3	CT	8.5 X 11 20 #perforated	other colors	perf 1/4"	N/B	\$ -	\$ -	\$ 122.30	\$ 366.90
3	CT	8.5 X 11 20 #perforated	white	perf 1/4" left	N/B	\$ -	\$ -	\$ 83.55	\$ 250.65
4	CT	8.5 X 11 67 #	blue	CARD STOCK		\$ 34.30	\$ 137.20	\$ 29.36	\$ 117.44
4	CT	8.5 X 11 67 #	GREEN	CARD STOCK		\$ 34.30	\$ 137.20	\$ 29.36	\$ 117.44
4	CT	8.5 X 11 67 #	PASTELS	CARD STOCK		\$ 34.30	\$ 137.20	\$ 29.36	\$ 117.44
10	CT	8.5 X 11 67 #	WHITE	CARD STOCK		\$ 34.00	\$ 340.00	\$ 37.48	\$ 374.80
25	CT	11 x 17 67#	YELLOW	CARD STOCK		\$ 36.31	\$ 907.75	\$ 30.80	\$ 770.00
20	CT	11 x 17 67#	BLUE	CARD STOCK		\$ 36.31	\$ 726.20	\$ 30.80	\$ 616.00
20	CT	11 x 17 67#	GREEN	CARD STOCK		\$ 36.31	\$ 726.20	\$ 30.80	\$ 616.00
20	CT	11 x 17 67#	PASTELS	CARD STOCK		\$ 36.31	\$ 726.20	\$ 30.80	\$ 616.00
2000	CT	8.5 x 11 20# 100% REC	WHITE		\$ 46.50	\$ 93,000.00	\$ 33.90	\$ 67,800.00	
300	CT	8.5 X 14 20# 100% REC	WHITE		\$ 63.14	\$ 18,942.00	\$ 42.62	\$ 12,786.00	
75	CT	11 x 17 20#	WHITE	100% recycled		\$ 49.50	\$ 3,712.50	\$ 34.81	\$ 2,610.75
75	CT	8.5 X 11 80# 100% REC	WHITE	CARD STOCK		\$ 56.08	\$ 4,206.00	\$ 46.47	\$ 3,485.25
25	CT	11 x 17 80# 100% REC	WHITE	CARD STOCK		\$ 59.20	\$ 1,480.00	\$ 49.33	\$ 1,233.25
100	CT	8.5 X 11 20# D3H 100% REC	WHITE		\$ 49.53	\$ 4,953.00	\$ 34.81	\$ 3,481.00	
PER NJ SC METHOD OF OPERATION: OBTAIN QUOTES FROM XPEDX AND						\$ 177,814.97		\$ 139,233.72	\$ 38,581.25
PAPER MART ONLY									SAVINGS



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062240 FOR PAPER MART, INC. IS VALID.

QUANTITY IN CASES	ITEM	PRICE
250	10X13 INTEROFFICE B/S 100/BOX,500/CTN	\$104/CTN
100	8 1/2 X 11 28# 5791010 - 2312972	\$70.70/CTN
20	11 X 17 28# 5791030 - 2312963	\$77.00/CTN
20	8 1/2 X 14 28# 5712026 5731050	\$93.42/CTN
40	* 8 1/2 X 11 20# YELLOW	\$37.85/CTN
40	* 8 1/2 X 11 20# BLUE	\$37.85/CTN
40	* 8 1/2 X 11 20# GREEN	\$37.85/CTN
40	* 8 1/2 X 11 20# RED	\$37.85/CTN
40	* 8 1/2 X 11 20# PASTEL COLORS	\$37.85/CTN
20	8 1/2 X 11 67 COLORS	\$34.30/CTN
8	8 1/2 X 11 60# WHITE SMOOTH	\$55.39/CTN
3	8 1/2 X 11 20# YELLOW PERFORATED 1/4" LEFT	NO QUOTE
3	8 1/2 X 11 20# OTHER COLORS PERF 1/4"	NO QUOTE
3	8 1/2 X 11 20# WHITE PERF 1/4" LEFT	NO QUOTE
4	8 1/2 X 11 67# BLUE CARD STOCK	\$34.30/CTN
4	8 1/2 X 11 67# GREEN	\$34.30/CTN
4	8 1/2 X 11 67# OTHER COLORS CARD STOCK(PASTEL)	\$34/CTN
10	8 1/2 X 11 67# WHITE CARD STOCK	\$36.31/CTN
25	11 X 17 67# YELLOW CARD STOCK	\$36.31/CTN
20	11 X 17 67# BLUE CARD STOCK	\$36.31/CTN
20	11 X 17 67# GREEN CARD STOCK	\$36.31/CTN
20	11 X 17 67# OTHER COLORS CARD STOCK(PASTEL)	\$36.31/CTN
2000	8 1/2 X 11 20# WHITE 100% RECYCLED	\$46.50/CTN
300	8 1/2 X 14 20# WHITE 100% RECYCLED	\$63.14/CTN
75	11 X 17 20# WHITE 100% RECYCLED	\$49.50/CTN
75	8 1/2 X 11 80# WHITE CARD STOCK RECYCLED	\$56.08/CTN
25	11 X 17 80# WHITE CARD STOCK RECYCLED	\$59.20/CTN
100	8 1/2 X 11 20# WHITE DBH 100% RECYCLED	\$49.53/CTN

* must be combined 40 cases
 Or more

Venita Speck

Ed Harrison

410 694 8504

CITY OF JERSEY CITY STATE CONTRACT PRICES
PAPER MART INC.

QUANTITY IN CASES	ITEM	PRICE PER CARTON	STATE CONTRACT	RECYCLED CONTENT
250	10X13 INTEROFFICE B/S 100/BOX,500/CTN	\$94.51	YES	R
100	8 1/2 X 11 28# 5791010	\$65.77	YES	R
20	11 X 17 28# 5791030	\$79.38	YES	R
20	8 1/2 X 14 28# 5712026 S734050	\$72.33	YES	R
40	8 1/2 X 11 20# YELLOW	\$33.78	YES	R
40	8 1/2 X 11 20# BLUE	\$33.78	YES	R
40	8 1/2 X 11 20# GREEN	\$33.78	YES	R
40	8 1/2 X 11 20# RED	\$94.91	YES	R
40	8 1/2 X 11 20# PASTEL COLORS	\$33.78	YES	R
20	8 1/2 X 11 67 COLORS	\$29.36	YES	R
8	8 1/2 X 11 60# WHITE SMOOTH	\$60.10	YES	R
3	8 1/2 X 11 20# YELLOW PERFORATED 1/4" LEFT	\$122.30	YES	R
3	8 1/2 X 11 20# OTHER COLORS PERF 1/4"	\$122.30	YES	R
3	8 1/2 X 11 20# WHITE PERF 1/4" LEFT	\$83.55	YES	R
4	8 1/2 X 11 67# BLUE CARD STOCK	\$29.36	YES	R
4	8 1/2 X 11 67# GREEN	\$29.36	YES	R
4	8 1/2 X 11 67# OTHER COLORS CARD STOCK(PASTEL)	\$29.36	YES	R
10	8 1/2 X 11 67# WHITE CARD STOCK	\$37.48	YES	R
25	11 X 17 67# YELLOW CARD STOCK	\$30.80	YES	R
20	11 X 17 67# BLUE CARD STOCK	\$30.80	YES	R
20	11 X 17 67# GREEN CARD STOCK	\$30.80	YES	R
20	11 X 17 67# OTHER COLORS CARD STOCK(PASTEL)	\$30.80	YES	R
2000	8 1/2 X 11 20# WHITE 100% RECYCLED	\$33.90	YES	R
300	8 1/2 X 14 20# WHITE 100% RECYCLED	\$42.62	YES	R
75	11 X 17 20# WHITE 100% RECYCLED	\$34.81	YES	R
75	8 1/2 X 11 80# WHITE CARD STOCK RECYCLED	\$46.47	YES	R
25	11 X 17 80# WHITE CARD STOCK RECYCLED	\$49.33	YES	R
100	8 1/2 X 11 20# WHITE D3H 100% RECYCLED	\$34.81	YES	R

D6-116992



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

AMENDMENT #4

T-0018

SOLICITATION #12-X-22388

CONTRACT # - A81662 & A81663

TO: All State Agencies & Cooperative Purchasing Participants

DATE: 6/12/15

FROM: Allan Sydlo, Procurement Specialist
Information Technology/Printing Unit

SUBJECT: Paper, Fine, Various Agencies

ORIGINAL

CONTRACT TERM: 06/15/12 – 06/14/15

FIRST CONTRACT

EXTENSION PERIOD: 06/15/15 – 06/14/16

Please be advised that Contract #'s - A81662 held by Xpedx, LLC & A81663 held by Paper Mart, Inc. have been extended for a period of One (1) year from 06/15/15 through 06/14/16.

The Primary or Secondary Contractor Designation is shown below for contract lines 1-28. Contract line 29 has also been extended to Paper Mart, Inc. and Xpedx, LLC however, Xpedx, LLC is currently in a Payment Only status on Contract Line 29. **No new orders shall be placed with Xpedx, LLC for catalog items procured under Line 29 until notification by Amendment on the Notice of Award page.** The Method of Operation remains the same for Lines 1-28. Please make note of the proper procedure for using Primary and Secondary Contractors.

Contract Line #	Contract Designation PRIMARY	Contract Designation SECONDARY
1	Xpedx, LLC A81662	Not-Awarded
2	Xpedx, LLC A81662	Paper Mart, Inc. A81663
3	Xpedx, LLC	Not-Awarded

METHOD OF OPERATION
T-0018 12-X-22388
PAPER, FINE & ENVELOPES-VARIOUS AGENCIES

All pricing is FOB Destination Delivered. Delivery is to be made on the platform (dock) or doorway of the using agency. If platform or doorway facilities are unavailable, delivery is to be to the closest place on the curb adjacent to the building of the using agency. If requested, on an occasional basis, contractors are to provide inside delivery at no extra charge. Agencies without unloading docks may require elevator delivery to the floor of the agency. Special delivery situations may arise at State Prison facilities; county jails, mental health facilities, court offices, legislative offices, etc. If special delivery situations requiring extraordinary handling occur, no additional delivery charges are to be incurred.

Delivery must be provided within two (2) working days after P.O. is placed, which can be done by e-mail or fax, unless other arrangements have been made & agreed to. The contractor shall provide, for each delivery, a receipt showing the items being delivered and the Using Agency purchase order number. When a contractor delivers to a Using agency, it shall obtain proof of delivery signed by an authorized employee of the receiving unit, location or Agency. This proof of delivery must accompany the contractor's invoice when submitted for payment.

The types of paper and envelopes that can be found on the contract are all mill branded paper(s) as follows, but are not limited solely to this listing:

- Bond-Recycled & Non-Recycled, white and colors;
- Offset text and cover, white and colors;
- Ledger and Bristol, white and colors;
- Tab & cover stock;
- Gloss coated text and cover, white and colors;
- Index, white and colors;
- NCR type collated paper sets;
- Palletized branded recycled copy paper colors;
- Gummed papers and chipboard;
- Writing text and envelopes, white and colors;
- Commercial envelopes;
- Map paper rolls for wide format printers; and
- Boxes

There are both recycled and virgin papers on this contract. Whenever possible the **State** is mandated to utilize recycled stock, however some types of papers included under this contract are not manufactured in recycled form. All the paper on this contract are compatible for laser, digital high speed copiers, color copiers and offset presses.

CONTRACT LINES 1-28 – INDIVIDUAL FREQUENTLY USED PAPERS & ENVELOPES

Contract lines 1-28 are for the various types of paper and envelopes that are heavily used by the State's Print Shops. These items are the best value and should always be checked first to see if they can be utilized. The pricing for lines 1-28 is a NET price for all quantities, unless specifically noted.

NOTE: Palletized **COLOR** copy paper for 8.5x11; 8.5x14 and 11x17, has quantity break points on individual line items 20-28.

NO WHITE 20# COPY PAPER IS INCLUDED ON THIS CONTRACT. ALL WHITE 20# RECYCLED COPY PAPER IS FOUND ON THE T-0052- W B MASON COMPANY, INC., OFFICE & STATIONARY CONTRACT AND SHOULD BE PURCHASED FROM SUCH.

For most contract lines a Primary and Secondary contractor has been awarded. Two contractors have received awards under this contract: Xpedx, LLC and Paper Mart. The Primary vendor is the lowest responsive bidder and has the responsibility of completing each order for the items awarded within the prescribed delivery time and should always be used for lines 1-28. The only time that the Secondary vendor should be utilized, is if the Primary vendor for any reason, cannot fill a requirement in the required time frame. Check the contract line on the NOA page to see who the current Primary or Secondary vendor is. If neither can deliver in the specified timeframe, then the agency can pick-up the required material from any available source - the difference in price, if any, to be paid by the Primary Vendor bidder failing to meet their obligation.

CONTRACT LINE 29 – PAPER & ENVELOPE CATALOG PURCHASES-LINE 29

Both contractors have been awarded their catalog items on Line 29 of the contract. If you need specialty paper/envelopes that are not listed in Line Items 1-28, review the catalog listings from Xpedx, LLC and Paper Mart to see which company has the type of paper/envelopes you require at the lowest price.

NOTE: Only solicit quotes from Xpedx, LLC and Paper Mart, the contract holders.

*If the type of paper you require is available from one or both of the awarded contractors catalogs, State agencies must purchase the paper from them. **DPA purchases should not be placed for any paper listed in either contractor's catalogs.** Quantity breakpoints have been included from Paper Mart, Inc. to which its 10% discount should be applied. Xpedx, LLC has a single highest volume tier list price to which its 18% discount shall be applied. If you are ordering a very large quantity of paper, which exceeds the highest quantity breakpoint, obtain quotes from both contractors to see if a further price reduction can be obtained. If an additional discount is obtained, request a written quote(s) and attach copies to the Purchase Order for the file. **Line 29 cannot be used to purchase any items not found in either the Paper Mart catalog viewed on its website or the Xpedx catalog found as an At-A-Glance reference on the NOA page.***

PROCESS FOR ACCESSING LINE 29 CONTRACTOR CATALOGS

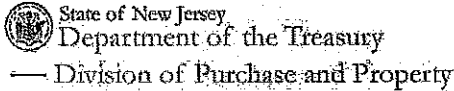
PAPER MART, INC:

Before an agency can access the online Paper Mart catalog or gain access to the Paper Mart website, A Paper Mart online account must be set up. Users must contact either individual below to obtain it's username and password.

Deirdre Sullivan - Phone: 800-772-2001 x 223 or email: d.sullivan@papmar.com or
Jodi Toner – Phone: 800-772-2001 x 208 or email: jody.toner@papmar.com

Xpedx, LLC:

The Xpedx, LLC catalog is available as an At-A-Glance on the NOA page.



Search

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

**Notice of Award
Term Contract(s)**

**T-0018
PAPER, FINE, VARIOUS AGENCIES**

Vendor Information
By Vendor
RFP Documents
Email to KATE POPSO

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [At-A-Glance Xpedx Catalog Line 29 Excel Document](#) (2 mb)
- [State Contract Manager Adobe PDF](#) (8 kb)
- [Method of Operation Adobe PDF](#) (97 kb)
- [Amendment #1 - Price Increase Adobe PDF](#) (13 kb)
- [Amendment #2 - Price Increase Adobe PDF](#) (32 kb)
- [Amendment #3 - Contract Assignment Adobe PDF](#) (18 kb)
- [Amendment #4 - Contract Extension #1 to 6/14/2016 Adobe PI](#) (34 kb)
- [Amendment #5 - Price Adjustment Adobe PDF](#) (35 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

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Index #:	T-0018
Contract #:	VARIOUS
Contract Period:	FROM: 06/15/12 TO: 06/14/16
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22388
Bid Open Date:	02/24/12
CID #:	1039968
Commodity Code:	645-21

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:

KATE POSPO	PROCUREMENT SPECIALIST	609-292-7776
JACQUELINE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
DAVID REINERT	ASSISTANT DIRECTOR	609-292-0206
	PUB DATE:	11/17/15

VENDOR INFORMATION

Vendor Name & Address:	PAPER MART INC 151 RIDGEDALE AVE EAST HANOVER, NJ 07936
Contact Person:	HOWARD LEVEY
Contact Phone:	973-884-2505
Order Fax:	973-884-5949
Contract#:	81663
Expiration Date:	06/14/16
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	XPEDX LLC XPEDX LLC 1200 HIGHLAND DRIVE WESTAMPTON, NJ 08060
Contact Person:	EDMUND (ED) HARRISON
Contact Phone:	410-694-8504
Order Fax:	973-405-2146
Contract#:	81662
Expiration Date:	06/14/16
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO

Cooperative Purchasing *: <input checked="" type="checkbox"/> YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: PAPER MART INC			Contract Number: 81663		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, COLORS RECYCLED BRAND: DOMTAR RECYCLED PCW CONTENT:30% SECONDARY CONTRACTOR	1.000	M	N/A	\$15.57000
00004	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, STANDARD COLORS VELLUM OR SMOOTH FINISH, GR. 2, RECYCLED BRAND: DOMTAR VIRGIN STOCK-DOES NOT CONTAIN ANY RECYCLE CONTENT. PRIMARY CONTRACTOR	1.000	M	N/A	\$18.33000
00005	COMM CODE: 645-28-083232 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 67 LB. VELLUM BRISTOL, WHITE RECYCLED BRAND: EXACT PRIMARY CONTRACTOR	1.000	M	N/A	\$32.73000
00006	COMM CODE: 645-35-083265 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, COVER STOCK, 67 LB., COLORS RECYCLED BRAND: DOMTAR PRIMARY CONTRACTOR	1.000	M	N/A	\$14.68000
00007	COMM CODE: 645-35-083265 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, COVER STOCK, 67 LB., COLORS RECYCLED BRAND: DOMTAR PRIMARY CONTRACTOR	1.000	M	N/A	\$30.80000
00008	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE]	1.000	M	N/A	\$17.40000

Paper mart
 2
 5
 8-13
 20-29

	USE] ITEM DESCRIPTION: 8 1/2 X 11, 24 LB. WHITE, 25% COTTON FIBER, WATERMARKED, RECYCLED, COCKLE FINISH. BRAND: ATLAS SECONDARY CONTRACTOR				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 2 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	\$25.74000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 3 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	\$43.40000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 4 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	\$51.98000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 3 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	\$85.42000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 4 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: NEKOOSA PRIMARY CONTRACTOR	1.000	M	N/A	\$123.85000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE]	1.000	PL	N/A	\$1421.35000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	<p>ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 1 - 2 PALLETS 40 CTNS. PER PALLET</p> <p>BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR</p>	1.000	PL	N/A	\$1408.86000
00022	<p>ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 3 - 5 PALLETS 40 CTNS. PER PALLET</p> <p>BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR</p>	1.000	PL	N/A	\$1396.37000
00023	<p>ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 6 OR MORE PALLETS 40 CTNS. PER PALLET</p> <p>BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR</p>	1.000	PL	N/A	\$1435.40000
00024	<p>ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 1 - 2 PALLETS 30 CTNS. PER PALLET</p> <p>BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR</p>	1.000	PL	N/A	\$1429.06000
00024	<p>ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 3 - 5 PALLETS 30 CTNS. PER PALLET</p> <p>BRAND: DOMTAR</p>	1.000	PL	N/A	\$1429.06000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 6 OR MORE PALLETS 30 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	\$1420.94000
00026	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 1 - 2 PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	\$1504.00000
00027	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 3 - 5 PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	\$1497.00000
00028	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 6 OR MORE PALLETS 40 CTNS. PER PALLET BRAND: DOMTAR RECYCLED PCW CONTENT:30% PRIMARY CONTRACTOR	1.000	PL	N/A	\$1490.00000
00029	COMM CODE: 645-90-083236 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: PRICE LINE FOR PERCENTAGE (%) DISCOUNT OFF CATALOG PRICE BOOK SUBMITTED.	1.000	LOT	10.00%	N/A

PER SPECIFICATIONS 3.7 & 3.8 OF THE RFP.					
BRAND: PAPER MART, INC DATED 2/22/2012					
Vendor: XPEDX LLC XPEDX LLC			Contract Number: 81662		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, WHITE RECYCLED BRAND: SPECTRUM RECYCLED STATE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$14.94000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, COLORS RECYCLED BRAND: FORE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$15.43000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, WHITE, VELLUM OR SMOOTH FINISH, GR. 2 RECYCLED BRAND: WILLIAMSBURG RECYCLE STATE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$18.92000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, STANDARD COLORS VELLUM OR SMOOTH FINISH, GR. 2, RECYCLED BRAND: SPRINGHILL RECYCLED PCW CONTENT: 10% SECONDARY CONTRACTOR	1.000	M	N/A	\$20.80000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 645-28-083232 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 67 LB. VELLUM BRISTOL, WHITE RECYCLED BRAND: SPRINGHILL RECYCLED PCW CONTENT: 10% SECONDARY CONTRACTOR	1.000	M	N/A	\$34.43000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006		1.000	M	N/A	\$17.15000

*XPedx
lines
1-3
5
8-29*

	COMM CODE: 645-35-083265 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, COVER STOCK, 67 LB., COLORS RECYCLED BRAND: SPRINGHILL RECYCLED PCW CONTENT: 10% SECONDARY CONTRACTOR				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 645-35-083265 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, COVER STOCK, 67 LB., COLORS RECYCLED BRAND: SPRINGHILL RECYCLED PCW CONTENT: 10% SECONDARY CONTRACTOR	1.000	M	N/A	\$36.31000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 24 LB. WHITE, 25% COTTON FIBER, WATERMARKED, RECYCLED, COCKLE FINISH. BRAND: VIA RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$15.77000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 2 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: EXCELONE PRICE PER 1000 SETS SECONDARY CONTRACTOR	1.000	M	N/A	\$26.40000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 3 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: EXCELONE PRICE PER 1000 SETS SECONDARY CONTRACTOR	1.000	M	N/A	\$47.14000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 4 PART PRECOLLATED SETS PRICE PER 1000 SETS	1.000	M	N/A	\$63.60000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	BRAND: EXCELONE PRICE PER 1000 SETS SECONDARY CONTRACTOR				
00012	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 3 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: EXCELONE PRICE PER 1000 SETS SECONDARY CONTRACTOR	1.000	M	N/A	\$94.27000
00013	COMM CODE: 645-74-083233 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 4 PART PRECOLLATED SETS PRICE PER 1000 SETS BRAND: EXCELONE PRICE PER 1000 SETS SECONDARY CONTRACTOR	1.000	M	N/A	\$127.19000
00014	COMM CODE: 645-80-083234 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: ENVELOPES - NO. 10, 24# WHITE WOVE REGULAR, RECYCLED BRAND: PRINTMASTER RECYCLED STATE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$15.42000
00015	COMM CODE: 645-80-083234 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: ENVELOPES - NO. 10, 24# WHITE WOVE WINDOW, RECYCLED BRAND: PRINTMASTER RECYCLED STATE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$17.78000
00016	COMM CODE: 645-80-083234 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: ENVELOPES - NO. 9, 24# WHITE WOVE REGULAR, RECYCLED PRIMARY CONTRACTOR	1.000	M	N/A	\$14.86000
00017	COMM CODE: 645-80-083234 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: ENVELOPES - 28 LB. KRAFT 9 X 12 OPEN END GUM FLAP WITH CLASP PRIMARY CONTRACTOR	1.000	M	N/A	\$58.07000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00018	COMM CODE: 645-80-083234 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: ENVELOPES-28 LB. KRAFT 10 X 13 OPEN END GUM FLAP WITH CLASP PRIMARY CONTRACTOR	1.000	M	N/A	\$70.11000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 645-80-083234 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: ENVELOPES-28 LB. KRAFT 10 X 15 OPEN END GUM FLAP WITH CLASP PRIMARY CONTRACTOR	1.000	M	N/A	\$80.14000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS ONLY MILL BRANDED PAPER WILL BE ACCEPTED PALLET PRICING: 1 - 2 PALLETS 40 CTNS. PER PALLET BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR	1.000	PL	N/A	\$1454.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 3 - 5 PALLETS 40 CTNS. PER PALLET BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR	1.000	PL	N/A	\$1446.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 8 1/2 X 11, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS ONLY MILL BRANDED PAPER WILL BE ACCEPTED PALLET PRICING: 6 OR MORE PALLETS 40 CTNS. PER PALLET BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR	1.000	PL	N/A	\$1438.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00023	<p>COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE]</p> <p>ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 1 - 2 PALLETS 30 CTNS. PER PALLET</p> <p>BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR</p>	1.000	PL	N/A	\$1515.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	<p>COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE]</p> <p>ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 3 - 5 PALLETS 30 CTNS. PER PALLET</p> <p>BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR</p>	1.000	PL	N/A	\$1501.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	<p>COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE]</p> <p>ITEM DESCRIPTION: 8 1/2 X 14, 20 LB. COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 6 OR MORE PALLETS 30 CTNS. PER PALLET</p> <p>BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR</p>	1.000	PL	N/A	\$1487.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	<p>COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE]</p> <p>ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 1 - 2 PALLETS 40 CTNS. PER PALLET</p> <p>BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR</p>	1.000	PL	N/A	\$1535.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	<p>COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE]</p> <p>ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS</p> <p>PALLET PRICING: 3 - 5 PALLETS 40 CTNS. PER PALLET</p>	1.000	PL	N/A	\$1531.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR COMM CODE: 645-33-083235 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB., COPY PAPER, COLORS 30% PCW RECYCLED, MIN. 92 BRITENESS PALLET PRICING: 6 OR MORE PALLETS 40 CTNS. PER PALLET BRAND: FORE RECYCLED PCW CONTENT: 30% SECONDARY CONTRACTOR	1.000	PL	N/A	\$1527.00000
00029	COMM CODE: 645-90-083236 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: PRICE LINE FOR PERCENTAGE (%) DISCOUNT OFF CATALOG PRICE BOOK SUBMITTED. PER SPECIFICATIONS 3.7 & 3.8 OF THE RFP. BRAND: CENTRAL LEWMARX/XPEX DATED: 8-11-2015 NJ CATALOG V6	1.000	LOT	18.00%	N/A

Downloadable RFP Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [NJ Standard Terms and Conditions Adobe PDF \(93 kb\)](#)
- [RFP TEXT Adobe PDF \(509 kb\)](#)
- [Attachment # 1 - Paper Benchmark Costs Form Excel Documer \(41 kb\)](#)
- [NJ Standard RFP Forms Adobe PDF \(750 kb\)](#)
- [Bidder Data Packet Adobe PDF \(51 kb\)](#)
- [Cooperative Purchase Form Adobe PDF \(485 kb\)](#)
- [Signatory Page Adobe PDF \(53 kb\)](#)
- [Price Sheet Adobe PDF \(56 kb\)](#)
- [Addendum # 1 - Responses to eQ&A Adobe PDF \(35 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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	A81662	
4	Paper Mart, Inc. A81663	Xpedx, LLC A81662
5	Xpedx, LLC A81662	Paper Mart, Inc. A81663
6	Paper Mart, Inc. A81663	Xpedx, LLC A81662
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11	Xpedx, LLC A81662	Paper Mart, Inc. A81663
12	Xpedx, LLC A81662	Paper Mart, Inc. A81663
13	Xpedx, LLC A81662	Paper Mart, Inc. A81663
14	Xpedx, LLC A81662	Not-Awarded
15	Xpedx, LLC A81662	Not-Awarded
16	Xpedx, LLC A81662	Not-Awarded
17	Xpedx, LLC A81662	Not-Awarded
18	Xpedx, LLC A81662	Not-Awarded
19	Xpedx, LLC A81662	Not-Awarded
20	Xpedx, LLC A81662	Paper Mart, Inc. A81663
21	Xpedx, LLC A81662	Paper Mart, Inc. A81663
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25	Xpedx, LLC A81662	Paper Mart, Inc. A81663
26	Xpedx, LLC A81662	Paper Mart, Inc. A81663
27	Xpedx, LLC A81662	Paper Mart, Inc. A81663
28	Xpedx, LLC	Paper Mart, Inc.

	A81662	A81663
29 Catalog	Xpedx, LLC A81662 Currently on Payment Only Status – No New Orders until further notice by Amendment	Paper Mart, Inc. A81663 10 % Discount off of Dated State of New Jersey catalog's list price. Catalog resides on Paper Mart's Webpage for the State of New Jersey.

All other terms and conditions of the original Notice of Award remain the same.
Please file this Amendment with your Notice of Award for Future reference.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.363

Agenda No. 10.Z.16

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPERATIONAL CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS /ADMINISTRATIVE SERVICES

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 14.347 approved on May 14, 2014, awarded a one-year contract in the amount of \$145,300.00 to **NELSON WESTERBERG OF NEW JERSEY, INC.** for moving services for the City of Jersey City (City), Department of Public Works / Administrative Services; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract having the same contract price, terms and conditions as the base year contract; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Resolution No. 15.388, approved on May 27, 2015, exercised the first of two renewal options for a total contract amount of \$145,300.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of May 15, 2016 and ending on May 14, 2017; and

WHEREAS, the total cost of the contract renewal is \$145,300.00; and

WHEREAS, funds in the amount of \$20,000.00 are available in the Administrative Services Operating Account No. 16-01-201-31-433-314.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **NELSON WESTERBERG OF NEW JERSEY, INC.** for moving services for the City of Jersey City (City), Department of Public Works/ Administrative Services;
- 2) The renewal contract is for a one-year period effective as of May 15, 2016, and the total cost of the contract shall not exceed \$ 145,300.00;
- 3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS /ADMINISTRATIVE SERVICES

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Administrative Services **Operating Account No. 16-01-201-31-433-314** for payment of the above resolution.

Requisition # _____

Purchase Order # 121046

Temp. Encumbrancy \$ 20,000.00

May 11, 2016

APPROVED: Mark Redfield
Mark Redfield, DPW Director
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.25.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevem@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

1. The purpose of this resolution is to approve the renewal of a contract with Nelson Westerberg of New Jersey, Inc.
2. There exists a need to continue to provide moving services for various locations city-wide.
3. The City has the option to renew the existing contract for one additional year.
4. The renewal amount is \$ 145,300.00.

Cost (Identify all sources and amounts)

Unclassified Operating Account #:
 16-01-201-31-433-314
 Total Contract Amount = \$ 145,300.00
 Temporary Amount = \$ 20,000.00

Contract term (include all proposed renewals)

May 15, 2016 – May 14, 2017
 Exercising the second of two options to renew

Type of award

If "Other Exception", enter type

Additional Information

The original contract amount of \$ 145,300.00 was approved May 14, 2014 by Resolution # 14.347
 The first option to renew expired on May 14, 2015

I certify that all the facts presented herein are accurate.


 Signature of Department Director

5-11-16
 Date

Signature of Purchasing Director

Date

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Requisition #

0174383

Vendor
NELSON-WESTERBERG OF NJ, INC
180 MEISTER AVENUE
SOMERVILLE NJ 08876

NE396120

Dept. Bill To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Steve
2015474904

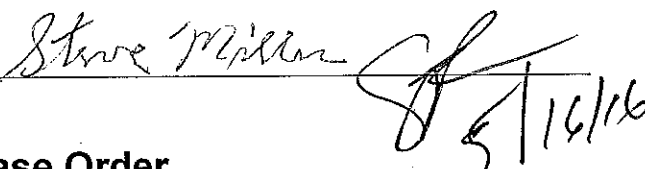
Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	ENCUMBRANCY	01-201-31-433-314	.00	.00
ENCUMBRANCY FOR MOVING COMPANY SERVICES FOR VARIOUS OFFICES TOTAL CONTRACT AMOUNT = \$145,300.00 TEMPORARY AMOUNT = \$30,000.00 EXERCISING OPTION TO EXTEND FOR THE 2ND YEAR NEED NEW RESOLUTION CONTRACT TERM MAY 15, 2016 THROUGH MAY 14, 2017 PPV'S					
PLEASE SEND PURCHASE ORDER TO STEVE MILLER AND DO NOT MAIL					

Requisition Total .00

Req. Date: 04/25/2016

Requested By: STEVE

Buyer Id:

Approved By:  5/16/16

This Is Not A Purchase Order



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEWESCO, INC.
Trade Name: NELSON WESTERBERG OF NEW JERSEY
Address: 180 MEISTER AVENUE
SOMERVILLE, NJ 08876-3465
Certificate Number: 0842184
Effective Date: April 28, 1995
Date of Issuance: May 16, 2016

For Office Use Only:
20160516120523887

Nelson Westerberg of New Jersey
180 Meister Avenue
Somerville, New Jersey 08876-3465
908/725-3800 800/247-3800
Fax 908/725-3943

Chicago, New York, Dallas, Atlanta



May 3, 2016

Mr. Steve Miller
City of Jersey City
13-15 Linden Avenue
Jersey City, NJ 07302

Dear Mr. Miller:

Re: Moving Service One Year Contract Extension

This letter confirms that Nelson Westerberg will extend the current terms and conditions of the existing contract for one year.

If you have any questions please let me know.

Thank you.

Sincerely,

NELSON WESTERBERG OF NEW JERSEY

A handwritten signature in black ink, appearing to read 'Keith DeLorenzo', written over a faint circular stamp or watermark.

Keith DeLorenzo
Director, Commercial Sales
KDL/cmc

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

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r):

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khetraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
John Westerberg	1201 Arthur Avenue, Elk Grove Village, IL
Steve Westerberg	1201 Arthur Avenue, Elk Grove Village, IL
Robert Westerberg	1201 Arthur Avenue, Elk Grove Village, IL

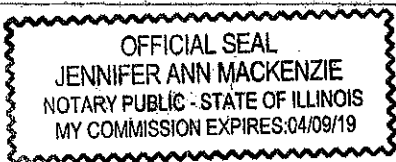
Part 3 - Signature and Attestation:

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

Name of Business Entity: Nelson Westerberg
 Signed: Keith DeLorenzo Title: Director of Commercial Sales
 Print Name: Keith DeLorenzo Date: 5/2/2016

Subscribed and sworn before me this 3 day of May, 2016
 My Commission expires:

Jennifer Ann Mackenzie
 (Affiant)
 Jennifer Ann Mackenzie Assistant to Exec Office
 (Print name & title of affiant) (Corporate Seal)



U

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 23, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Nelson Westerberg (name of business entity) has not made any reportable contributions in the **one-year period preceding 5/2/2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Nelson Westerberg (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

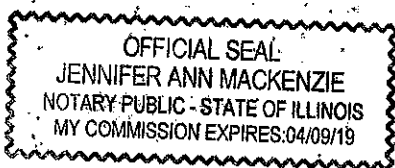
Name of Business Entity: Nelson Westerberg

Signed [Signature] Title: Director of Commercial Sales

Print Name: 5/03/16 Date: 5/2/2016

Subscribed and sworn before me
this 3 day of May, 2016
My Commission expires:

[Signature]
(Agent)
Jennifer Ann Mackenzie - Assistant to Exec. Officer
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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's 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 proceeding 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.

Representative's Name/Title (Print): Keith DeLorenzo
Representative's Signature: *Keith DeLorenzo*
Name of Company: Nelson Westerberg
Tel. No.: 908-725-3800 Date: 5/2/2016

EXHIBIT A (Continuation)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Keith DeLorenzo

Representative's Signature: 

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800

Date: 5/2/2016

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Nelson, Westerberg

Address: 180 Meister Avenue, Somerville, NJ 08876

Telephone No.: 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Nelson Westerberg		
Address:	180 Meister Avenue		
City:	Somerville	State:	NJ
		Zip:	08876

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Keith DeLorenzo
Printed Name

Director of Commercial Sales
Title

Part II -- Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$ 0.00

Check here if the information is continued on subsequent page(s)

Certification 40799

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

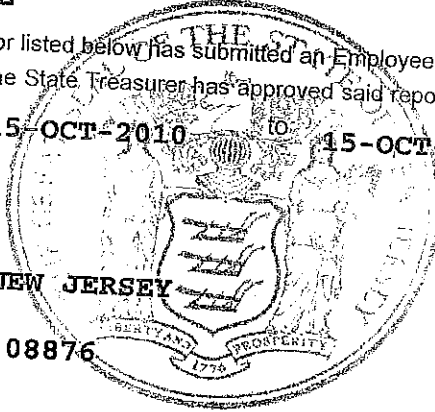
RENEWAL

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-OCT-2010 to 15-OCT-2017

NELSON WESTERBERG OF NEW JERSEY
180 MEISTER AVE
SOMERVILLE

NJ 08876



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.388

Agenda No. 10.7.8

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 14.347 approved on May 14, 2014, awarded a one-year contract in the amount of \$145,300.00 to NELSON WESTERBERG OF NEW JERSEY, INC. for moving services for the City of Jersey City (City), Department of Administration / Administrative Services; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract having the same contract price, terms and conditions as the base year contract; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of May 15, 2015 and ending on May 14, 2016; and

WHEREAS, the total cost of the contract renewal is \$145,300.00; and

WHEREAS, funds in the amount of \$20,000.00 are available in the Administrative Services Operating Account No. 15-01-201-31-433-314.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with NELSON WESTERBERG OF NEW JERSEY, INC. for moving services for the City of Jersey City (City), Department of Administration / Administrative Services;
- 2) The renewal contract is for a one-year period effective as of May 15, 2015, and the total cost of the contract shall not exceed \$ 145,300.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget and in the subsequent fiscal year budget;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on Page 2)

Continuation of Resolution RRos. 15.388
City Clerk File No. 10.Z.B
Agenda No. MAY 27 2015

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Administrative Services Operating Account No. 15-01-201-31-433-314 for payment of the above resolution.

Requisition # 0170025
Purchase Order # 117155
Temp. Encumbrancy \$ 20,000.00

May 7, 2015

APPROVED: [Signature] Robert Kakoleski, Business Administrator
APPROVED: _____ Business Administrator
APPROVED AS TO LEGAL FORM: [Signature] _____ Corporation Counsel
Certification Required
Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.27.15	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			RIVERA	✓				
RAMCHAL	✓			OSBORNE	AGSENT			WATTERMAN	✓				
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓				

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
[Signature] Rolando R. Lavarro, Jr., President of Council
[Signature] Rolando R. Lavarro, Jr., Clerk



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: NEWESCO, INC.
Trade Name: NELSON WESTERBERG OF NEW JERSEY
Address: 180 MEISTER AVENUE
SOMERVILLE, NJ 08876-3465
Certificate Number: 0842184
Effective Date: April 28, 1995
Date of Issuance: June 18, 2009

For Office Use Only:
20090618142256181

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.347

Agenda No. 10.Z.29

Approved: MAY 14 2014



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) advertised for the receipt of bids on May 13, 2014 for Providing Moving Services for the Department of Administration; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with an option for 2 additional 1 year terms with the following minimum and maximum labor hours, fuel surcharge and moving essentials as specified:

		Min. Quantity of Item	Max. Quantity of Item	Unit Cost per Hour
Item No. 1	Van	0	20	\$22.00
Item No. 2	Driver	0	20	\$22.00
Item No. 3	Mover	0	100	\$22.00
Item No. 4	Helper	0	100	\$22.00
Item No. 5	Supervisor	0	20	\$22.00
Item No. 6	Travel Time	0	100	\$22.00
Item No. 8	Fuel Surcharge	0	5	No charge
Item No. 9	Tote Cartons	0	5000	\$2.00
Item No. 10	Book Cartons	0	2500	\$2.00
Item No. 11	Delivery of Cartons	0	1000	\$0.10
Item No. 12	Bins	0	200	No Charge
Item No. 13	Carts	0	200	No Charge
Item No. 14	Tags	0	200	No Charge
Item No. 15	Bubble Wrap	0	200	No Charge
Item No. 16	Tape	0	400	No Charge

WHEREAS, Nelson Westerberg of New Jersey Inc submitted the lowest bid based on the unit costs set forth in this resolution; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Nelson Westerberg of New Jersey Inc. to be fair and reasonable; and

WHEREAS, the sum of Thirty Thousand (\$30,000.00) Dollars is available in Unclassified Account No. 01-201-31-433-314; and

WHEREAS, the balance of the contract funds will be made available as and when Moving Services are ordered by the City.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Nelson Westerberg of New Jersey Inc for providing Moving Services for the Department of Administration;
2. The City reserved the right to make the contract award on a total amount for all Four (4) sections combined (Moving Services, Storage Space, Records Managements Space and Electronic Document Scanning) or make partial contract awards based on the lowest amount for each section. This City is only awarding a contract for moving services;

(continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

- 3. This contract is awarded as a one year open-end contract based on the unit costs set forth above which are incorporated herein by reference;
- 4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account shown below

Department of Administration	Accf #	P.O #	Temp. Encumb.	Amount
	01-201-31-433-314	113599		\$30,000.00

Approved by _____ ^{5/14/14}
Peter Folgado, Director of Purchasing, QPA

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monahan
for Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.14.14		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.			
GAJEWSKI	✓			YUN	✓			RIVERA	✓					
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓					
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓					

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.364

Agenda No. 10.Z.17

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEWARK BRUSH COMPANY, LLC FOR THE PURCHASE AND DELIVERY OF STREET SWEEPER BRUSHES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, WHEREAS, various street sweeper brushes are needed; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and **N.J.A.C. 5:34-7.29** requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Newark Brush Company LLC, 1 Silver Court, Springfield, New Jersey 07081 is in possession of State Contract A85860, for the purchase and delivery of various brushes for the street sweepers for a total contract amount of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, funds are available for this contract in the **Operating Account**;

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-36-315-310	121045	A85860	\$100,000.00	\$10,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Newark Brush Company, LLC for the purchase and delivery of various brushes for the street sweepers.
2. The total contract amount is \$100,000.00.
3. The contract is awarded without public bidding pursuant to **N.J.S.A. 40A:11-12**.
4. The term of the contract shall be effective on May 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, **N.J.S.A. 40A:5-1 et seq.**;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to **N.J.A.C. 5:30-5.5(a)**, the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEWARK BRUSH COMPANY, LLC FOR THE PURCHASE AND DELIVERY OF STREET SWEEPER BRUSHES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-36-315-310	121045	A85860	\$100,000.00	\$10,000.00

Approved by Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

May 16, 2016
Date

PF/pv
5/16/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEWARK BRUSH COMPANY, LLC FOR THE PURCHASE AND DELIVERY OF STREET SWEEPER BRUSHES UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW / Automotive Director
Phone/email	201-547-4423	ortizh@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- ✦ To provide brushes for the street sweepers
- ✦ Needed for Clean streets and surfaces and overall community health and safety.

Cost (Identify all sources and amounts)

01-201-26-315-310 (Automotive Operating Account)
Contract Amount = \$100,000.00
Temporary Encumbrance = \$10,000.00

Contract term (include all proposed renewals)

05/01/16 to 12/31/16.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

[Signature]
Signature of Department Director

5/16/16
Date

[Signature]
Signature of Purchasing Director

5-16-16
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEWARK BRUSH CO LLC

Trade Name:

Address: 1 SILVER COURT
SPRINGFIELD, NJ 07081

Certificate Number: 1705580

Effective Date: March 30, 2012

Date of Issuance: May 16, 2016

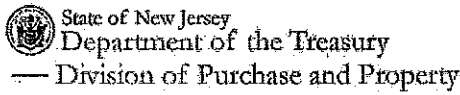
For Office Use Only:

20160516150016139

**T-2188: PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT
STATE CONTRACT VENDORS**

NEWARK BRUSH SPRINGFIELD, NJ CATEGORY TYPE DISCOUNT	CAT 6 Sweepers 5%	NORTH REGION
N E AUTO & TRUCK PARTS BAYONNE, NJ CATEGORY TYPE DISCOUNT	CAT 6 Sweepers Repairs only	
GRANTURK EQUIPMENT BRIDGEPORT, PA CATEGORY TYPE DISCOUNT	CAT 6 Sweepers Parts	SOUTH & OCEAN COUNTY REGIONS ONLY
CHARLES A MICHEL EGG HARBOR CITY, NJ CATEGORY TYPE DISCOUNT	CAT 6 Sweepers Repairs only	
ORCHARDS HYDRAULIC COLOGNE, NJ CATEGORY TYPE DISCOUNT	CAT 6 Sweepers Parts	CENTRAL & SOUTH REGIONS ONLY

1. NEWARK BRUSH SELECTED BASED ON REGION & DISCOUNT



TERM CONTRACT SEARCH BY TNUMBER

Cat 6 only

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GILES & RANSOME INC	85847
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	W E TIMMERMAN CO INC	85857
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	NEWARK BRUSH COMPANY	85860
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	N E AUTO & TRUCK PARTS LLC	85853
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GRANTURK EQUIPMENT CO INC	85858
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	TRANSAXLE LLC	85849
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	EAGLE EQUIPMENT INC	85862
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	OLD DOMINION BRUSH CO	85861
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	CHARLES A MICHEL	85852
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	STEELFAB DIV OF	85863
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	NORCIA CORP	85864
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	ORCHARDS HYDRAULIC	85851
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GOLDEN EQUIPMENT CO INC	85859
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	FOLEY INCORPORATED	85846
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	LAWSON PRODUCTS INC	85850
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	JESCO INC	85848
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	DISCOUNT HYDRAULICS	85855
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	TRIOUS INC	85856
T2188 14-x-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	BINDER MACHINERY CO	85854

North. 5% disc
North. Repairs only
South of Ocean County
out of state Virginia repairs of cat 6
Central + South
Central + South

TOP





STATE OF NEW JERSEY
PROCUREMENT BUREAU
 33 WEST STATE ST 8TH FL. TRENTON, NJ 08626-0230
TERM CONTRACT

PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT

NUMBER : A85880
 DATE : 02/04/14
 BUYER : VANCE BEQUER
 PHONE : (808) 843-4818
 EFFECTIVE DATE : 01/30/14
 EXPIRATION DATE : 01/29/17
 T-NUMBER : T2188
 CONTRACTOR : NEWARK BRUSH COMPANY

PAGE: 1

NEWARK BRUSH COMPANY
 1 SILVER COURT
 SPRINGFIELD

NJ 07081

VENDOR NO. : 454488648 00
 VENDOR PHONE : (878)378-1000
 FEIN/SSN : 454488648
 REQ AGENCY : 82208D
 PROCUREMENT BUREAU
 AGENCY REQ NO. : 1041268
 PURCH REQ NO. : 14
 FISCAL YEAR : 14
 COMMODITY CODE : 78038
 SOLICITATION # : 23107
 BID OPEN DATE : 08/29/13

TERM CONTRACT FROM: 01/30/14 TO: 01/29/17 ESTIMATED AMOUNT: \$ 8,500.00

- 1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:01/30/14
 CONTRACT ENDING ORDERING PERIOD DATE IS:01/29/17
- 2. F.O.B. POINT: DESTINATION
- 3. DELIVERY DELIVERY WILL BE MADE WITHIN003 DAYS ARO UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN: YES
- 4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE00.00% DAYS.
- 5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED00/00/00
 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
- 6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
- 7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER THE COOPERATIVE PROCUREMENT PROGRAMYES
- 8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
- 9. AWARDED LINES: YOU WERE AWARDED 1 LINES FROM THE SOLICITATION NUMBER23107 . THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER23107 INCLUDING ANY ADDENDA THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

[Signature]
 BUYER _____ DATE 2/6/14

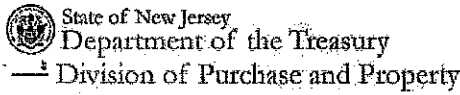
[Signature]
 FOR DIRECTOR _____ DATE 2/6/14
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE								
0008	ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OPEN PANTS (GROUP 48) BRAND: NEMARK BRUSH CO. REGION SERVED: NORTH UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: STATE-WIDE ONLY COMMODITY CODE: 709-78-08228 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]	1	LOT	5.00%									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">PRICE SHEET</td> <td style="width: 45%; text-align: left;"> PURCHASE BUREAU STATE OF NEW JERSEY 83 WEST STATE ST 9TH FL PO BOX 280 TRENTON NJ 08628-0280 </td> <td style="width: 20%; text-align: left;"> NUMBER : A6880 T-NUMBER : 12188 </td> <td style="width: 20%; text-align: left;"> CONTRACTOR: NEMARK BRUSH COMPANY </td> </tr> <tr> <td colspan="2" style="text-align: center;">TERM CONTRACT</td> <td style="text-align: right;">PAGE</td> <td style="text-align: center;">2</td> </tr> </table>						PRICE SHEET	PURCHASE BUREAU STATE OF NEW JERSEY 83 WEST STATE ST 9TH FL PO BOX 280 TRENTON NJ 08628-0280	NUMBER : A6880 T-NUMBER : 12188	CONTRACTOR: NEMARK BRUSH COMPANY	TERM CONTRACT		PAGE	2
PRICE SHEET	PURCHASE BUREAU STATE OF NEW JERSEY 83 WEST STATE ST 9TH FL PO BOX 280 TRENTON NJ 08628-0280	NUMBER : A6880 T-NUMBER : 12188	CONTRACTOR: NEMARK BRUSH COMPANY										
TERM CONTRACT		PAGE	2										

VENDOR COPY



**Notice of Award
Term Contract(s)**

**T-2188
PARTS & REPAIRS FOR ROAD MAINTENANCE
EQUIPMENT**

Vendor Information
By Vendor
By Item
RFP Documents
Email to VANCE BEQUER

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [State Contract Manager Adobe PDF \(8 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-2188
Contract #:	VARIOUS
Contract Period:	FROM: 01/30/14 TO: 01/29/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23107
Bid Open Date:	08/23/13
CID #:	1041259
Commodity Code:	760-36
Set-Aside:	NONE

	HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) HYDRAULIC PUMP, MOTOR, FITTING & HOSE REPAIRS BY A NON-OEM DEALER (GROUP 105) REGION SERVED: NORTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00205	<p>COMM CODE: 913-71-086722 [CONSTRUCTION SERVICES, HEAVY...]</p> <p>ITEM DESCRIPTION:</p> <p>NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE- AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT.</p> <p>IMPORTANT NOTE:</p> <p>1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES.</p> <p>2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR.</p> <p>DELIVERY: 4 DAYS ARO</p>	1,000	EACH	NET	N/A
Vendor: NEW ARK BRUSH COMPANY		Contract Number: 85860			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	<p>COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]</p> <p>ITEM DESCRIPTION:</p> <p>SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46)</p> <p>BRAND: NEW ARK BRUSH CO.</p> <p>REGION SERVED: NORTH</p>	1,000	LOT	5.00%	N/A
Vendor: NORCIA CORP		Contract Number: 85864			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00155	<p>COMM CODE: 720-36-063075 [PUMPING EQUIPMENT AND ACCESSORIES]</p> <p>ITEM DESCRIPTION:</p> <p>HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) COMMERCIAL-INTERTECH BRAND OEM PARTS (GROUP 88)</p> <p>REGION SERVED: STATEWIDE</p>	1,000	LOT	12.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

	AERIAL/CRANE EQUIPMENT (CATEGORY 9) JLG BRAND OEM PARTS (GROUP 68) REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00120	COMM CODE: 913-71-063168 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) JLG BRAND OEM REPAIRS (GROUP 68) REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$146.00000
Vendor: CHARLES A MICHEL DBA C A M CO		Contract Number: 85852			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12) DELIVERY: 5 DAYS ARO REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON-OEM DEALER (GROUP 24) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 913-71-063219 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) CORE DRILL REPAIRS BY A NON-OEM DEALER (GROUP 27) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062		1.000	HRATE	N/A	\$60.00000

	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) ASPHALT MAINTENANCE REPAIRS BY A NON-OEM DEALER (GROUP 36) REGION SERVED: SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 913-71-063239 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) SWEEPER REPAIRS BY A NON-OEM DEALER (GROUP 47) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00086	COMM CODE: 913-71-063241 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) BEACH CLEANER/LITTER RETRIEVER REPAIRS BY A NON-OEM DEALER (GROUP 50) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00150	COMM CODE: 913-71-063274 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) CONCRETE MIXER REPAIRS BY A NON-OEM DEALER (GROUP 85) REGION SERVED: SOUTH	1.000	HRATE	N/A	\$60.00000

TYMCO BRAND OEM REPAIRS (GROUP 45)					
REGION SERVED: CENTRAL & SOUTH					
Vendor: GRANTURK EQUIPMENT CO INC			Contract Number: 85858		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00065	COMM CODE: 765-75-063025 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ATHEY/MOBIL BRAND OEM PARTS (GROUP 38) REGION SERVED: SOUTH & OCEAN CO.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00066	COMM CODE: 913-71-063134 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ATHEY/MOBIL BRAND OEM REPAIRS (GROUP 38) REGION SERVED: SOUTH & OCEAN CO.	1.000	HRATE	N/A	\$124.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00067	COMM CODE: 765-75-063026 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ELGIN BRAND OEM PARTS (GROUP 39) REGION SERVED: SOUTH & OCEAN CO.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00068	COMM CODE: 913-71-063135 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ELGIN BRAND OEM REPAIRS (GROUP 39) REGION SERVED: SOUTH & OCEAN CO.	1.000	HRATE	N/A	\$124.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00073	COMM CODE: 765-75-063030 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) LEACH BRAND OEM PARTS (GROUP 42) REGION SERVED: SOUTH & OCEAN CO.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00074	COMM CODE: 913-71-063139 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) LEACH BRAND OEM REPAIRS (GROUP 42) REGION SERVED: SOUTH & OCEAN CO.	1.000	HRATE	N/A	\$124.00000

	NON-OEM PARTS (GROUP 79) BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00187	COMM CODE: 720-36-063282 [PUMPING EQUIPMENT AND ACCESSORIES] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) NON-OEM PARTS (GROUP 104) BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE	1.000	LOT	54.40%	N/A
Vendor: N E AUTO & TRUCK PARTS LLC		Contract Number: 85853			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12) REGION SERVED: NORTH	1.000	HRATE	N/A	\$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19) REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON-OEM DEALER (GROUP 24) REGION SERVED: NORTH	1.000	HRATE	N/A	\$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 913-71-063219 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) CORE DRILL REPAIRS BY A NON-OEM DEALER (GROUP 27) REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5)	1.000	HRATE	N/A	\$40.00000

	ASPHALT MAINTENANCE REPAIRS BY A NON-OEM DEALER (GROUP 36) REGION SERVED: NORTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 913-71-063239 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) SWEEPER REPAIRS BY A NON-OEM DEALER (GROUP 47) REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00086	COMM CODE: 913-71-063241 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) BEACH CLEANER/LITTER RETRIEVER REPAIRS BY A NON-OEM DEALER (GROUP 50) REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59) REGION SERVED: NORTH	1.000	HRATE	N/A	\$39.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80) REGION SERVED: NORTH	1.000	HRATE	N/A	\$38.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00150	COMM CODE: 913-71-063274 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) CONCRETE MIXER REPAIRS BY A NON-OEM DEALER (GROUP 85) REGION SERVED: NORTH	1.000	HRATE	N/A	\$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00188	COMM CODE: 913-71-063283 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION:	1.000	HRATE	N/A	\$37.00000

REGION SERVED: STATEWIDE					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00205	COMM CODE: 913-71-086724 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE-AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT. IMPORTANT NOTE: 1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES. 2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR. DELIVERY: 15 DAYS ARO	1.000	EACH	NET	N/A
Vendor: OLD DOMINION BRUSH CO		Contract Number: 85861			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46) BRAND: OLD DOMINION BRUSH REGION SERVED: STATEWIDE	1.000	LOT	44.50%	N/A
Vendor: ORCHARDS HYDRAULIC SERVICE INC		Contract Number: 85851			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11). BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY	1.000	HRATE	N/A	\$60.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	A NON-OEM DEALER (GROUP 12) REGION SERVED: CENTRAL & SOUTH				
00033	COMM CODE: 105-60-063212 [BEARINGS (SEE CLASS 060 FOR WHEEL...)] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
00041	COMM CODE: 765-66-063216 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: MILLING (CATEGORY 3) NON-OEM PARTS (GROUP 23) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON-OEM DEALER (GROUP 24) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
00045	COMM CODE: 765-08-063218 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) NON-OEM PARTS (GROUP 26) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
00046	COMM CODE: 913-71-063219 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) CORE DRILL REPAIRS BY A NON-OEM	1.000	HRATE	N/A	\$60.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	DEALER (GROUP 27) REGION SERVED: CENTRAL & SOUTH				
00061	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) ASPHALT MAINTENANCE REPAIRS BY A NON-OEM DEALER (GROUP 36) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
00082	COMM CODE: 913-71-063239 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) SWEEPER REPAIRS BY A NON-OEM DEALER (GROUP 47) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
00085	COMM CODE: 755-30-063240 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...] ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) NON-OEM PARTS (GROUP 49) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
00086	COMM CODE: 913-71-063241 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	\$60.00000

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.365

Agenda No. 10.Z.18

Approved: MAY 25 2016

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF AN
CONTRACT WITH NEWARK ASPHALT FOR FURNISHING AND
DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC
WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 14.326 approved on May 14, 2014, awarded a one-year contract in the amount of \$151,775.00 to **Newark Asphalt** for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for an additional one-year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Resolution No. 15.387, approved on May 27, 2015, exercised the first of two renewal options for a total contract amount of \$151,775.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of May 15, 2016 and ending on May 14, 2017; and

WHEREAS, the total cost of the contract renewal is \$151,775.00; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 16-01-201-26-291-211.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Newark Asphalt** to supply asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is an open-end contract and is for a one-year period effective as of May 15, 2016, and the total cost of the contract shall not exceed \$ 151,775.00;
- 3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 16.365

Agenda No. 10.Z.18 MAY 25 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance **Operating Account No. 16-01-201-26-291-211** for payment of the above resolution.

Requisition # 0174614

Purchase Order # 121041

Temp. Encumbrancy \$ 10,000.00

May 16, 2016

APPROVED: Mark Redfield
Mark Redfield, DPW Director
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando J. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Buildings Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to:

- ✦ Renew an open end contract for asphalt materials.
- ✦ Asphalt materials are needed to fill numerous potholes citywide.
- ✦ This is an open end contract with minimum and maximum quantities specified.
- ✦ For Fine Aggregate Bituminous Concrete (FABC) and cold patch materials.
- ✦ FABC material is at \$65.00 per ton.
- ✦ Cold Patch is at \$135.00per ton.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-291-211 (Buildings operating)
 Contract Amount =\$151,775.00
 Temp. Encumbrancy =\$10,000.00

Exercising final option to renew for one year
 05/15/16 to 05/14/17

Type of award

Contract renewal – Public Bid

If "Other Exception", enter type

Additional Information

Original resolution # 14.326, approved on May 14, 2014
 First renewal Resolution # 15.387, approved May 27, 2015
 There were two bids received: Newark Asphalt for \$151, 775, 00 and Tilcoln for \$245,427.05.

I certify that all the facts presented herein are accurate.

Mark Redford
 Signature of Department Director

5/16/16
 Date

Signature of Purchasing Director

Date



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



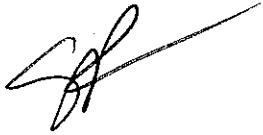
STEVEN M. FULOP
MAYOR OF JERSEY CITY

MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: May 16, 2016

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Silendra Baijnauth, Fiscal Officer 

Subject: 2016 Budget Memo (Contract renewal – Asphalt Materials)

There exists a need for asphalt materials to fill numerous potholes citywide. The bid specifications provided the City with the option to renew the contract for one additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics. The contractor has been performing the services in an effective and efficient manner.

The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **May 15, 2016 and ending on May 17, 2017**. The total cost of the contract renewal is **\$151,775.00**. Funds in the amount of \$10,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 16-01-201-26-291-211**.

The key point is that the City is making a contract based on the lowest unit cost for an item. The bid specification is an open end-end contract. It indicated a minimum and maximum number of items. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$151,775.00. The resolution is encumbering \$10,000.00 for now. As the year progresses, and if the City needs more than \$10,000.00 worth of asphalt materials, additional funds are then encumbered through a change order under the authority of the contract award resolution.

CONTRACT FUNDING (2016)

- ❖ Expenditure is drawn down from Buildings and Street Maintenance operating account, 01-201-26-291-211.
- ❖ Contract is utilizing object # 211.
- ❖ Line object 211 is budgeted for \$473,000.00 in CY 2016 (various contracts).
- ❖ As of today (05/16/16), \$149,534.43 is expended in object 211.
- ❖ Temporary budget amount for 211 is \$172,820.00, ending balance is \$23,285.57.
- ❖ DPW spent about \$75,000.00 in 2015 for asphalt materials.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

BID PROPOSAL/DOCUMENTS

DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE

TOTAL BID PRICE

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item are as stated below. Vendor will bid on the maximum number quantity.

Item No. 1: 0 Minimum - Maximum 2200 Tons of F.A. B. C. material (Fine Aggregate Concrete 3/8").

2200 Tons @ \$ 65.00 Per Ton for a total Cost of \$ 143,000.00
(Unit Price in Figures) (Total Cost Item 1 in Figures)

Sixty five dollars 00/100 Per Ton One hundred forty three thousand dollars 00/100
(Write Unit Price) (Write Total Cost - Item 1)

Item No. 2: 0 Minimum - Maximum 65 Tons of Bituminous Concrete (Cold Patch) to be picked up and delivered when needed. Twenty four (24) hours delivery notice.

65 Tons @ \$ 135.00 Per Ton for a total Cost of \$ 8,775.00
(Unit Price in Figures) (Total Cost Item 2 in Figures)

One hundred thirty five per Ton Eight thousand seven hundred seventy five
dollars 00/100 dollars 00/100
(Write Unit Price) (Write Total Cost - Item 2)

Note: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

BID PROPOSAL / DOCUMENTS

GRAND TOTAL PRICE - ITEMS 1 THROUGH 2

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 2. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

INCLUSIVE

One hundred fifty one thousand seven hundred seventy five dollars 00/100

(In Writing)

\$ 151,775.00

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 2. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

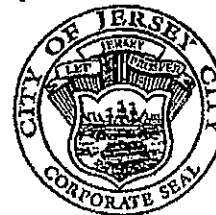
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.387

Agenda No. 10.Z.7

Approved: MAY 27 2015

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 14.326 approved on May 14, 2014, awarded a one-year contract in the amount of \$151,775.00 to Newark Asphalt for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of May 15, 2015 and ending on May 14, 2016; and

WHEREAS, the total cost of the contract renewal is \$151,775.00; and

WHEREAS, funds in the amount of \$20,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-211.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Newark Asphalt for asphalt materials for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of May 15, 2015, and the total cost of the contract shall not exceed \$ 151,775.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget and in the subsequent fiscal year budget;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 15-01-201-26-291-211 for payment of the above resolution.

Requisition # 0170209

Purchase Order # 117156

Temp. Encumbrancy \$ 20,000.00

May 14, 2015

APPROVED: Mark Redfield Mark Redfield, Director APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature] Business Administrator CORPORATION COUNSEL [Signature]

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.27.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RANCHAL	✓			OSBORNE	Absent			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V. Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rafardo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

NEWARK ASPHALT CORP.

FOOT OF PASSAIC STREET
NEWARK, NEW JERSEY 07104

973-482-3503
FAX: 973-268-3639

April 27, 2016

Mr. Silendra Bajjnauth
Fiscal Officer
City of Jersey City/Dept. of Public Works
13-15 Linden Avenue East, 2nd Floor, Room A230
Jersey City, New Jersey 07305

Reference: Contract 113417 Extension

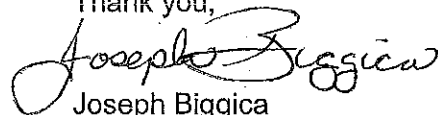
Dear Mr. Bajjnauth,

This letter serves as Newark Asphalt's acceptance of the above referenced one (1) year contract extension. Newark Asphalt Corp. will abide by all contractual terms and conditions.

Enclosed, please find all required forms to commence the contract extension.

If you have any other documents that need to be addressed please do not hesitate to contact me via cell, 973-417-1392

Thank you,



Joseph Biggica
General Manager

EXHIBIT A (Continuation)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Biggica

Representative's Signature: Joseph Biggica

Name of Company: Newark Asphalt Corp.

Tel. No.: 973-482-3503

Date: April 27, 2016


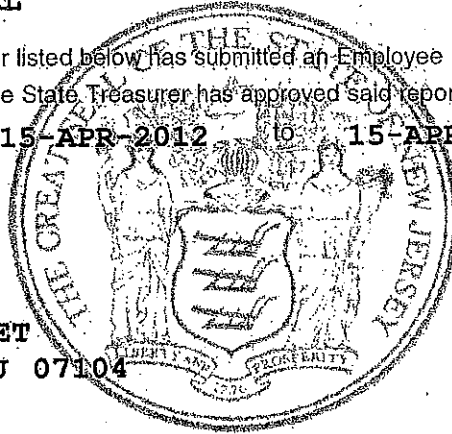
Certification 7700

**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-APR-2012** to **15-APR-2019**

**NEWARK ASPHALT CORP.
FOOT OF PASSAIC STREET
NEWARK**

NJ 07104


Andrew P. Sidamon-Eristoff
State Treasurer

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

The contractor and the _____ of Newark Asphalt, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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's 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 proceeding 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.

Representative's Name/Title Print: Joseph Biggica
Representative's Signature: Joseph Biggica
Name of Company: Newark Asphalt Corp.
Tel. No.: 973-482-3503 Date: April 27, 2016

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Newark Asphalt Corp.

Address: Foot of Passaic Street Newark, New Jersey, 07104.

Telephone No.: 973-482-3503

Contact Name: Joseph Biggica

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Newark Asphalt Corp. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Newark Asphalt Corp. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Newark Asphalt Corp.

Signed Joseph Biggica Title: General Manager

Print Name: Joseph Biggica Date: April 27, 2016

Subscribed and sworn before me
this 27 day of April, 2016.
My Commission expires: Oct 23, 2017

Joseph Biggica
(Affiant)
Joseph Biggica, General Manager
(Print name & title of affiant) (Corporate Seal)

Jessica Barkaszi

JESSICA BARKASZI
Commission # 2428411
Notary Public, State of New Jersey
My Commission Expires
October 23, 2017

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
See attached	

Part 3 – Signature and Attestation:

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


Name of Business Entity: Newark Asphalt Corp.

Signed: _____ Title: General Manager
 Print Name: Joseph Biggica Date: April 27, 2016

Subscribed and sworn before me this 27 day of April, 2016

My Commission expires: Oct 23, 2017

Jessica Barcaszi


 (Affiant)
Joseph Biggica, General Manager
 (Print name & title of affiant) (Corporate Seal)

JESSICA BARKASZI
 Commission # 2428411
 Notary Public, State of New Jersey
 My Commission Expires
 October 23, 2017

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Newark Asphalt Corp.		
Address:	Foot of Passaic Street		
City:	Newark	State: N.J.	Zip: 07104

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Joseph Biggica
General Manager
Printed Name
Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
None	None		None

Check here if the information is continued on subsequent page(s)

Newark Asphalt Corp.
 Foot of Passaic Street
 Newark, N.J. 07104 - 3908
 Operator Assisted 973-482-3503
 Fax - Main Office 973-268-3639

Newark Asphalt Corp. was incorporated on October 30, 1965 under the Laws of the State of New Jersey. The Company's Identification Numbers are: Federal 22-1809918 and State 206139. Chapter 33 of the 1977 Public Laws of the State of New Jersey require disclosure of the following lists of corporate officers: 100% of the Stock of Newark Asphalt Corp. is owned by the stockholders listed below.

OFFICERS

Joseph M. Napp - President and Registered Agent

5 Knollwood Drive
 West Orange, N.J. 07052
 152-36-2342

Frank M. Grecco, Jr. - Vice-President

3 Allenby Road
 Scotch Plains, N.J. 07076
 149-50-8051

Daniel Corvelli - Secretary - Treasurer

14 Wolfe Run Court
 Long Valley, N.J. 07053
 157-60-6668

STOCKHOLDERS	VOTING SHARES	NON-VOTING SHARES	PERCENTAGE OF OUTSTANDING
Trust f/b/o Roberta Grecco 781 Norgate Westfield, N.J. 07090	114	26	8.5%
Frank M. Grecco, Jr. 3 Allenby Road Scotch Plains, N.J. 07076	36.5	37.75	4.5%
Robert Grecco 103 Hillcrest Road Flemington, N.J. 08822	36.5	37.75	4.5%
Allison Grecco Sorace 38 Helen Street Fanwood, N.J. 07023	0	98.5	6.0%
Irene N. Corvelli 27 Randolph Place West Orange, N.J. 07052	0	625	38.1%
Joseph M. Napp 5 Knollwood Drive West Orange, N.J. 07052	626	1	38.3%
Total Shares Outstanding	813	826	100%



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEWARK ASPHALT CORP.

Trade Name:

Address: FOOT OF PASSAIC ST
NEWARK, NJ 07102

Certificate Number: 0063826

Effective Date: October 11, 1965

Date of Issuance: May 16, 2016

For Office Use Only:

20160516120424154

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.366

Agenda No. 10.Z.19

Approved: MAY 25 2016



TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH SMITTY'S LANDSCAPING AND DESIGN FOR MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 15.336, approved on May 13, 2015, awarded a one-year contract in the amount of \$77,182.50 to **Smitty's Landscaping and Design** for maintaining irrigation systems at numerous City owned facilities for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **May 14, 2016 and ending on May 13, 2017**; and

WHEREAS, the total cost of the contract renewal is **\$77,182.50**; and

WHEREAS, funds in the amount of \$5,000.00 are available in the **Park Maintenance Operating Account No. 16-01-201-28-375-310**.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Smitty's Landscaping and Design** for maintaining irrigation systems at numerous City owned facilities for the Department of Public Works / Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of May 14, 2016, and the total cost of the contract shall not exceed **\$77,182.50**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget and in the subsequent calendar year budget;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq; and
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 16.366

Agenda No. 10.Z.19 MAY 25 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH SMITTY'S LANDSCAPING AND DESIGN FOR MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 16-01-201-28-375-310 for payment of the above resolution.

Requisition # 0174615

Purchase Order # 121042

Temp. Encumbrancy \$ 5,000.00

May 6, 2016

APPROVED: Mark Redfield
Mark Redfield, DDW Director
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH SMITTY'S LANDSCAPING AND DESIGN FOR MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4449	csnow@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ To renew the contract for one year for maintaining irrigation systems at numerous City owned facilities.
- ❖ For twenty (20) locations (see attached list).
- ❖ Contract includes seasonal start up service, year round service, and parts allowance.

Cost (Identify all sources and amounts)

01-201-28-375-310(Park Operating)
 Contract amount =\$77,182.50
 Temp. Encumbrancy =\$5,000.00

Contract term (include all proposed renewals)

Exercising first of two options to renew for an additional one year period as of 05/16/16 to 05/13/17.

Type of award

Public Bid - Contract renewal

If "Other Exception", enter type

Additional Information

- ✓ Three bid proposals received on April 9th, 2015
- ✓ Smitty's Landscaping for \$77,182.50 , Ascape Landscape for \$95,825.00 and Aspen Landscaping for \$110,975.00
- ✓ Original Resolution # 15.336, approved 05/13/15.

I certify that all the facts presented herein are accurate.

Mark Reardon
Signature of Department Director

5-16-16
Date

Signature of Purchasing Director

Date



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803




STEVEN M. FULOP
MAYOR OF JERSEY CITY

MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: May 16, 2016

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Silendra Bajnauth, Fiscal Officer 

Subject : 2016 Budget Memo (Contract renewal – Smitty’s Landscaping)

There exists a need for maintaining irrigation systems at numerous City owned facilities. The bid specifications provided the City with the option to renew the contract for one additional one-year periods with the renewal contract price being the preceding year’s contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics. The contractor has been performing the services in an effective and efficient manner.

The City desires to exercise the first option and renew the contract for an additional one-year period effective as of **May 14, 2016 and ending on May 13, 2017**. The total cost of the contract renewal is **\$77,182.50**. Funds in the amount of \$5,000.00 are available in the Division of Park Maintenance **Operating Account No. 16-01-201-28-375-310**.

The key point is that the City is making a contract based on the lowest unit cost for an item. The bid specification is an open end-end contract. It indicated a minimum and maximum number of items. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$77,182.50. The resolution is encumbering \$5,000.00 for now. As the year progresses, and if the City needs more than \$10,000.00 worth of irrigation maintainence, additional funds are then encumbered through a change order under the authority of the contract award resolution.

CONTRACT FUNDING (2016)

- ❖ Expenditure is drawn down from Park Maintenance operating account, 01-201-28-375.310.
- ❖ Contract is utilizing object # 310.
- ❖ Line object 310 is budgeted for \$90,000.00 in CY 2016 .
- ❖ As of today (05/16/16), \$50,623.62 is expended in object 310.
- ❖ Temporary budget amount for 310 is \$51,400.00, ending balance is \$776.38.
- ❖ DPW spent about \$60,000.00 in 2015 for irrigation services.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

**BID PROPOSAL
(Continued)**

LIST OF PRICES:

Item No. 1 - Seasonal Start-Up Service

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

Locations and Description for Sprinkler Systems :

Site	Address	Bid Price for Seasonal Start-Up
A. Mary Benson	Merseles Ave . & Newark Ave.	\$ <u>0</u>
B. Country Village Park (McGovern)	Sycamore Rd. Bet Briarwood Rd. & Crossgate Road	\$ <u>650</u>
C. Roberto Clements Little League	450-464 Manila Ave	\$ <u>650</u>
D. Gateway Park (Dick Seay/Old Colony)	Bright St. Manila Ave	\$ <u>650</u>
E. Enos Jones Park (Including Franco Field)	Eight St @ Brunswick St	\$ <u>1300</u>
F. Lafayette Park (Rev. Ercel Webb)	Lafayette and Van Horne Street	\$ <u>650</u>
G. Recreational Complex	Merceles & Grand Streets	\$ <u>0</u>
H. Metro Field (Courtney Fricchione LL)	179 Westside Ave	\$ <u>650</u>
I. Pershing Field	201 Central Ave	\$ <u>1300</u>
J. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>1300</u>
K. Summit Ave Fire House	Summit and Laidlaw Ave	\$ <u>300</u>
L. City Hall	Montgomery & Grove St	\$ <u>300</u>
M. M.L.K. Center	125 MLK Drive & Dwight St.	\$ <u>0</u>
N. Palisade Fire House	Palisade & Congress	\$ <u>0</u>

**Bid Proposal
(Continued)**

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approval by the City's Purchasing Agent.

450 Hours 62 10 Times \$ 62 10 /Hour = \$ 27,945 Total Cost
 New Jersey Licensed Irrigation Contractor

375 Hours 62 10 Times \$ 62 10 /Hour = \$ 23,287.50 Total Cost
 Unit Cost Helper

TOTAL BID PRICE ITEM No. 2 fifty-one thousand two hundred thirty-two and 50/100 (In Writing) \$ 51,232.50 (In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING TRUCKS AND OTHER EQUIPMENT NECESSARY TO PERFORM THE WORK.

Item No. 3 - Parts Allowance

Included in the total bid amount will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand (In Writing) \$ 15,000.00 (In Figures)

BID PROPOSAL
(Continued)

GRAND TOTAL PRICE ITEMS 1 THROUGH 3

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

Seventy-seven thousand one hundred eighty-two ^{and 50/100} \$ 77,182.50 /
(In Writing) (In Figures)

The contract will be awarded based on the grand total amount for item nos. 1 through 3 above however, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price will be the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the month of renewal. Renewal of the contract shall be subject to the availability and appropriation of sufficient funds in the fiscal year budgets of the renewal year.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.336

Agenda No. 10.Z.9

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO SMITTY'S LANDSCAPING & DESIGN INC FOR MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

**COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Irrigation Systems at Numerous City Owned Facilities** for the Department of Public Works/Division of Park Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest responsible bid being that from **Smitty's Landscaping & Design Inc, 54 Sweetwood Drive, Cedar Grove, NJ 07009**, in the total bid amount of **Seventy Seven Thousand, One Hundred Eighty Two (\$77,182.50) Dollars and Fifty Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the 2015 temporary budget; and

WHEREAS, the funds for this purchase are available in **Operating Acct #01-201-28-375-370**; and

Dept. of Public Works/Div. of Park Maintenance.

Acct. No.	P.O.#		Amount
01-201-28-375-370	117024	Temp. Encumb.	\$10,000.00

WHEREAS, the contract shall be for one (1) year and the City shall have the option to renew the contract for up to two (2) additional one (1) year terms; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Smitty's Landscaping & Design Inc**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, the award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10: 5-31 et seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City; and be it further

(Continued on page 2)

**DEPARTMENT OF PUBLIC WORKS
PARKS MAINTENANCE
IRRIGATION SYSTEMS BID RESULTS
APRIL 9, 2015**

<u>LOCATION</u>	<u>SEASONAL START UP</u>		
	<u>SMITTY'S</u>	<u>ASCAPE</u>	<u>ASPEN</u>
Mary Benson	\$0.00	\$650.00	\$1,000.00
Country Village	\$650.00	\$650.00	\$1,300.00
Roberto Clemente	\$650.00	\$650.00	\$1,300.00
Gateway Park	\$650.00	\$650.00	\$1,300.00
Enos Jones	\$1,300.00	\$650.00	\$1,300.00
Lafayette Park	\$650.00	\$650.00	\$1,300.00
Recreational Complex	\$0.00	\$650.00	\$1,300.00
Metro field	\$650.00	\$650.00	\$1,300.00
Pershing Field	\$1,300.00	\$650.00	\$1,300.00
Lincoln Park	\$1,300.00	\$1,200.00	\$1,300.00
Summit Ave. Firehouse	\$300.00	\$300.00	\$1,000.00

Prepared by Danny
Baljnauth 4/30/2015



SMITTY'S

LANDSCAPING & IRRIGATION



HOLIDAY & EVENT DECORATORS

54 Sweetwood Drive • Cedar Grove, New Jersey 07009 • 973-785-8483 • 973-256-2104 • www.smittyslandscaping.com

May 3, 2016

City of Jersey City
Department of Public Works
13-15 Linden Ave East, 2nd Floor
Jersey City, NJ 07305

RE: Renewal – Maintenance of Irrigation System at Numerous City Owned Facilities

To Whom It May Concern,

This letter is to inform you that Smitty's Landscaping & Irrigation accepts the 2016 irrigation contract to maintain the irrigation systems at numerous city owned facilities.

Thank you,

Daniel P. Smith

RECEIVED
2016 MAY -3 AM 9:41
CITY OF JERSEY CITY
DIV. OF MAINTENANCE



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD
DIRECTOR

April 15, 2016

Smitty 's Landscaping & Design
54 Sweetwood Drive
Cedar Gorge, New Jersey 07009
Attention Tracy

Subject: Renewal – Maintenance of Irrigation System at Numerous City Owned Facilities

Dear Tracy:

Your present contract for **Maintenance of Irrigation System at Numerous City Owned Facilities** for the City of Jersey City/Division of Park Maintenance is due to expire on May 13, 2016. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumer Price Index published by the Bureau of Labor statistics.

At this time the CPI Number will not be available until May16, 2016, and at that time we will be contacting the Bureau of Labor Statistics for that number. Please confirm this renewal and terms in writing A.S.A.P. Also attached are the EEO/Affirmative Action and Play to Play information forms which need to be filled out and returned along with your conformation letter and Business Registration information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via. email elizabeth@jcnj.org.

Sincerely,

Cleveland Snow, Director
Division of Park Maintenance

CS/eh

c: Mark Redfield, Director, Department of Public Works
Silendra Baijnauth, Fiscal Officer, Department of Public Works
**EEO Affirmative Action Requirements and Play to Play Forms
mailed on 6-8-2015 Attention Tracy**

Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned20% of the total dollar amount of the contract

Woman owned20% of the total dollar amount of the contract

IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to M/WB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. **The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.

- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

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

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO

EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (3 of 4)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): PRESIDENT DANIEL SMITH
Representative's Signature: [Signature]
Name of Company: Smitty's Landscape, Inc. Tel. No.: 913 785 8483 Date: April 28th 2016

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-201
Revised 12/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. NAME AND ADDRESS OF PRIME CONTRACTOR Smitty's Landscaping + Design, Inc 54 Superwood Dr Cedar Grove NJ 07009 Newark (City) Newark (State) 07109 (Zip Code)		2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: City of Jersey City Address: 13 Linden Ave East Jersey City NJ 07302 CONTRACT NUMBER: _____ DATE OF AWARD: May 13 2015 DOLLAR AMOUNT OF AWARD: 77,192.50		7. PROJECT NUMBER	
3. NAME AND ADDRESS OF PROJECT Name: Maintenance of Irrigation System Address: Numerous City owned Parks in Hudson		6. NAME AND ADDRESS OF PROJECT Name: _____ Address: _____		4. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>		
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		COUNTY: Hudson				
9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE			
	J	AP	J	AP		
1. ASBESTOS WORKER						
2. BRICKLAYER OR MASON						
3. CARPENTER						
4. ELECTRICIAN						
5. GLAZIER						
6. HVAC MECHANIC						
7. IRONWORKER						
8. OPERATING ENGINEER						
9. PAINTER						
10. PLUMBER						
11. ROOFER						
12. SHEET METAL WORKER						
13. SPRINKLER FITTER						
14. STEAMFITTER						
15. SURVEYOR						
16. TILER						
17. TRUCK DRIVER						
18. LABORER						
19. OTHER						
20. OTHER						

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Tracey Hughes Holdoff
(Please Print Your Name)

Tracey Hughes-Holdoff
(Signature)
Office Manager
(Title)

913 256 2104
(Area Code) (Telephone Number)

(Ext.)

(Date)
April 29, 2016

FORM AA-202
REVISED 1/01

State Of New Jersey
Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:

http://www.state.nj.us/treasury/contract_compliance/pdf/aa2011ns.pdf

5. FID or SS Number **223278126**

1. Name and address of Prime Contractor
Smitty's Landscape Services, Inc.

2. Contractor ID Number

4. Reporting Period

54 Sweetwood Dr

5. Public Agency Awarding Contract

Date of Award

City of Jersey City

5/13/2015

Cedar Grove, NJ 07009

6. Name and Location of Project

County

7. Project ID Number

NUMEROUS LIGHT RAIN HUDON
CIVIL ENGINEERING SYSTEM

8. CONTRACTOR NAME (LAST NAME, FIRST NAME, INITIALS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION (SEE REVISED)	11. NUMBER OF EMPLOYEES						12. TOTAL NO OF EMP	13. WORK HOURS				14. ETHNICITY				15. GENDER			
				A	B	C	D	E	F		TOTAL	A	D	A	B	TOTAL	A	B	A	B		
				TOTAL	BLACK	RESEARCH	AMERICAN INDIAN	ASIAN	EUROPEAN		HR	MIN	HR	MIN	% OF WH	% OFFERABLE	HR	MIN	HR	MIN	% OF WH	% OFFERABLE
SMITTY'S	50%	LABOR	AP																			
			J																			
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			J																			
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			J																			
			AP																			
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			AP																			

12. COMPLETED BY (PRINT OR TYPE)

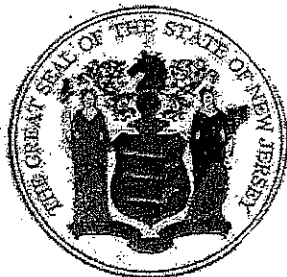
Tracy Hughes Holder Tracy Hughes Holder Eric May

913 256-2109

April 29, 2016

Certificate Number
691707

Registration Date: 04/08/2016
Expiration Date: 04/07/2017



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Smitty's Landscaping & Design
2016

Responsible Representative(s):

Daniel Smith, Owner

Handwritten signature of Harold J. Wirths in black ink.

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SMITTY'S LANDSCAPING & DESIGN, INC.
Trade Name:
Address: 54 SWEETWOOD DR
CEDAR GROVE, NJ 07009
Certificate Number: 0621473
Effective Date: March 07, 2001
Date of Issuance: December 06, 2010

For Office Use Only:
20101206101909348

ENVIRONMENTAL PROTECTION

ograms
01-04E
420
8625-0420

carry it with

DEPARTMENT OF
ENVIRONMENTAL PROTECTION

STATE OF
NEW JERSEY

Hereby Certifies the Goodstanding of:

MICHAEL KOVALOVSKY SSN:

License No. 504674

Reg No. 504674

AS A LICENSED:
LANDSCAPE IRRIGATION

Expires: 01/31/18

Document#: 152018090

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
TRENTON, NJ
PERMIT NO. 21

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

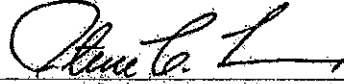
HAS REGISTERED

Smitty's Landscaping & Design
Daniel P. Smith
54 SWEETWOOD DR.
LITTLE FALLS NJ 07009

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

02/25/2016 TO 03/31/2017
VALID

13VH00637400
LICENSE/REGISTRATION/CERTIFICATION #



ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Division of Consumer Affairs
P.O. Box 46016
Newark, NJ 07101

PLEASE DETACH HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurors, LLC 445 Godwin Avenue Midland Park NJ 07432		CONTACT NAME: Heather Fisher PHONE (A/C, No, Ext): (201) 445-0100 E-MAIL ADDRESS: hfisher@insurance-nj.com FAX (A/C, No): (201) 445-8392															
INSURED Smitty's Landscaping & Design, Inc. 54 Sweetwood Dr. Cedar Grove NJ 07009		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Selective Casualty Insurance</td> <td>14376</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Casualty Insurance	14376	INSURER B: Hartford Casualty Insurance Co	29424	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2016-2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S1882376	3/14/2016	3/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Pesticide & Herbicide \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		S1882376	3/14/2016	3/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 500,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	13WBCJV6017	6/11/2015	6/11/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as Additional Insured for GL if required by written contract, written agreement or permit

CERTIFICATE HOLDER**CANCELLATION**

City of Jersey City
 394 Central Avenue
 2nd Floor
 Jersey City, NJ 07307

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Rossi/CLCS

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MWBE Page 3 Project Spunker Maintenance of Highway Structures

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor

By: Signature Daniel P Smith

Type or print name/title: Daniel P Smith

Telephone No: 973 785 1483 Date April 28th 2016

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Maintenance of Irrigation System # _____
 @ Numerous City Owned Facilities
 Contractor: SMITHY'S LANDSCAPING & DESIGN Bid Amt. \$ 77,182.50

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Sprinklers Maintenance of Numerous City of Facilities # _____
 Contractor: Smitty's Landscaping & Design Bid Amt. \$ 77,10250

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor _____
 By: Signature Daniel P Smith
 Type or print name/title: Daniel P Smith President
 Telephone No: 973 785 8483 Date April 28th 2016

.....
 For City Use:
 Acceptable M/W Business Participation levels for this Project: _____
 By _____ Date: _____

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

The contractor and the City of Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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's 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 proceeding 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.

Representative's Name/Title Print): Daniel P Smith President
Representative's Signature: [Signature]
Name of Company: Smith's Landscaping & Design
Tel. No.: 910-785-8483 Date: April 28th 2014

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Smitty's Landscaping & Design
Address : 54 Sweetwood Dr Cedar Grove, NJ 07009
Telephone No. : 913 785-8483
Contact Name : Tracy Hughes-Holdert

Please check applicable category :

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned business (WBE)
- Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.367

Agenda No. 10.Z.20

Approved: MAY 25 2016



TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH MILLENNIUM STRATEGIES, LLC FOR GRANT SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City ("City") has a need for grant services to assist in obtaining funds for various departments and projects throughout the City; and

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the Municipal Council approved Resolution 16-020 on January 13, 2016, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a Request for Proposals was issued by the Department of Administration in February 2016, and two proposals were received on March 10, 2016; and

WHEREAS, the evaluation committee appointed by the Business Administrator judged the proposal submitted by Millennium Strategies, LLC, with principal offices located at 60 Roseland Avenue, Caldwell, NJ 07006, (the "Millennium Strategies, LLC") as best meeting the City's needs; and

WHEREAS, the committee has prepared and attached an evaluation report as required by N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, Millennium Strategies, LLC has agreed to provide and deliver services in the manner specified by the Department of Administration; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, funds in the amount of \$50,000 are available in the 2016 fiscal year temporary budget in Acct. No: 01-201-20-101-312; and

WHEREAS, the remaining contract funds will be made available in the FY 2016 temporary and permanent budgets;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A: 11-4.1 et seq., a contract is awarded to Millennium Strategies, LLC to provide the City with Grant Services;
2. The term of the contract is two (2) years with the option to renew for three (3) additional one (1) year terms for a total of five (5) years commencing on the execution date of the contract by City officials;
3. The cost of the contract is \$132,000 for the first year, and a total of \$696,000 over five years;

TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH MILLENNIUM STRATEGIES, LLC FOR GRANT SERVICES

- 4. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;
- 5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
- 6. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;
- 7. The award of this contract shall be subject to the condition that Millennium Strategies, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
- 8. Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then; payment to the consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 9. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$50,000 are available in Account No. 01-201-20-101-312

PO #: 121069

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

AGREEMENT

AGREEMENT made this ___ day of _____, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City") and MILLENIUM STRATEGIES, LLC ("Millenium" or "Contractor"), 60 Roseland Avenue, Caldwell, New Jersey 07006

WHEREAS, the City requires the services of grant consultant to assist the City in obtaining funds for various City Departments and projects; and

WHEREAS, Resolution 16-020, approved on January 13, 2016, authorized Jersey City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for grant consulting services; and

WHEREAS, on March 10, 2016, the City accepted two proposals for grant consulting services; and

WHEREAS, a review committee appointed by Jersey City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to Millenium; and

WHEREAS, Resolution _____ approved on _____, 2016 authorized this Agreement between the City and Millenium.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with grant consulting services.

ARTICLE II Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions

of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.

2. The contract term is two years (2) year effective as of the execution date of this Agreement by City Officials. The City shall options to renew the contract for up to three (3) additional one (1) year terms.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV Compensation and Payment

In exchange for performing the services described in Article II herein, the Contractor shall receive a total contract amount not to exceed \$264,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the the City's Department of Administration. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Contractor with not less than two million dollars (\$2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

C. Automobile Liability Coverage: covering as insured Contractor with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory).

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of each insurance upon execution of this Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI Disputes

1. The City and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both, or extra work, or claims for additional compensation or claims for alleged breach of contract, the parties agree to the following:

a) All such disputes shall be reported to the Business Administrator or his designee within 48 hours of commencement of such dispute. Contractor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.

b) Any claim not presented within the time limit specified in this paragraph

shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within 48 hours of its commencement, the claim will be considered only for a period commencing 48 hours prior to the receipt of the City of notice thereof.

c) Each decision by the Business Administrator will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

d) If the Contractor does not agree with a decision of the Business Administrator, he shall in no case allow the dispute to delay the work, but shall notify the City promptly that he is proceeding with the work under protest.

e) In the event of disputes involving non-monetary issues, the Business Administrator's decision shall prevail. The Business Administrator, in his decision, may conduct such fact finding as he deems necessary in order to resolve the decision.

ARTICLE VII Termination

In the event the performance by the Contractor of the services provided for under the agreement awarded through this RFP process is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice being given, the City shall at its sole option be entitled to terminate the agreement awarded through this RFP process immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed with such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory condition or performance within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Neither Contractor, nor Contractor's subcontractors, if any, is entitled to any compensation from the City subsequent to the City providing notice of termination to the Contractor.

ARTICLE VIII Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE IX

Indemnity

1. Contractor agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City 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, its servants or agents. Should Contractor retain any subcontractors, such subcontractors shall also agree to the aforementioned indemnification language.

ARTICLE X

Entire Agreement

1. This Agreement constitutes the entire agreement among the Cities and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI

Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

ARTICLE XIII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XIV
New Jersey Business Registration Requirements

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

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

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

personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

ARTICLE XV

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq., adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

ARTICLE XVI

Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this Agreement after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget and in subsequent fiscal year budgets.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Robert Kakoleski, Acting Business
Administrator

Attest:

Millennium Strategies, LLC

RR
5-19-16

Executive Summary

On March 10th, 2016, the City received two proposals in response to its RFP for grant services. The final rankings of the proposals appear below:

Vendor	Brady-Phillips	Platt	Carlucci
Bruno Associates	120	135	115
Millennium Strategies	195	145	180

The proposals were evaluated according to criteria established by the Department of Administration.

The proposal submitted by Millennium Strategies was ranked highest by all evaluators. Millennium Strategies proposed a 1-year cost of \$132,000 and total 2-year cost of \$264,000. Millennium Strategies proposed meeting all of the City's requirements. Should the City opt to renew for three (3) additional one (1) year terms for a total of five (5) years, Millennium Associates' 5-year cost would total \$696,000:

In accordance with the statutes for competitive contracting (N.J.S.A. 40A:11 - 4.1 et seq.), it is recommended that a contract be awarded to Millennium Strategies to provide grant services to the City.

Background

Competitive contracting (N.J.S.A. 40A:11- 4.1 et seq.) was employed to solicit proposals that would attract the best qualified solutions. On March 10th, 2016, the City received two proposals for grant services in response to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued on February 12th, 2016 is contained in Appendix A.

Introduction/Scope of Services

The City of Jersey City solicited proposals to improve the City's success rate in identifying and receiving Federal, State, and Foundation grants.

The project objectives as detailed in the RFP consist of the following:

Under the direction of the Department of Administration, Division of Management and Budget, the citywide goals of this initiative include but are not limited to:

- Centralized grant oversight
- Standardized grant policies and procedures
- Enhanced ability to identify and apply for grants
- Increased success rate at receiving grant awards
- Improved ability to process and receive historical and contemporary reimbursements on Grant-funded projects
- Adoption of "best practices" related to grants administration

The scope of services as detailed in the RFP consists of the following:

Under the direction of the Department of Administration, Division of Management and Budget, the selected Vendor will provide a number of services, including but not limited to:

- Review City's current and 6 year capital program to identify opportunities for grant funding
- Develop document library of successful grant application templates for future use
- Track federal, state and private grant opportunities
- Seek federal, state and private grants
- Identify funding prospects
- Develop grant proposals
- Write/edit grant proposals
- Work collaboratively with departmental staff on all phases to develop proposals on all phases of grants acquisition
- Implement strategies/procedures for tracking compliance of subgrantees
- Ensure compliance with Federal grants (i.e., cost circulars A-21, A-87, and A-122)
- Ensure compliance with City of Jersey City Executive Order 2011-005
- Assist external auditors where necessary, to complete annual audit of financial statements

- Provide general consulting services related to grants administration
- Lobbying on behalf of the City, where appropriate
- Assist in project management, funding and oversight
- Assist in maintaining and updating the grant tracking and compliance database

Evaluation Criteria

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required. In addition, given the expected complexity of the responses, a consistent format including required elements was developed to ensure that an “apples to apples” comparison of proposals could be conducted.

There were nine broad criteria by which proposals were evaluated. Each criterion bore a certain weight, and the extent to which the criterion is met or exceeded was determined by the committee. The written response was worth 100 points as indicated in criteria below, from the RFP.

a. Required Format: 10 points

The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc). One (1) point will be awarded for each section.

b. Experience in Grant Writing: 10 points

Vendor should demonstrate ability to obtain a variety of grant funding (e.g., State, private, etc.)

- Grants Applied (5 points)
- Grants Received (5 points)

c. Past Success Rate in Attainment of Grant Funds: 10 points

Vendor should detail type & amount of grant funds attained in the last 5 years.

- Local
- Federal
- Private Sector
- Non Profit

d. Narrative Components: 10 points

- Details of project

e. Technical: 10 points

Vendor should demonstrate ability to create/develop seamless interfaces with various web sites to submit applications & research any grant related topics needed to apply. Provide instructions to City staff that will ensure compliance at City Departments.

f. Personnel assigned: 10 points

Resumes, capacity, and credentials of respondent personnel will be scrutinized to ensure this requirement is met. Provide detailed accounts of team members' applicable experience and their anticipated roles in projects will be viewed more favorably.

g. Project timeline: 10 points

The City favors an aggressive timeline for implementation and expects to have services in place within reasonable time after introduction and acceptance of pursuit of the approval to apply for funds by Directors or the City Council.

h. Cost: 25 points

This contract will be awarded as a competitive contract. The contract is for 2 years with three (3) one-year options for a total of five years; vendors must commit to their fees schedule for the entire five year term by the City.

i. Commitment to diversity: 5 points

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises (LBE) consistent with the City's policies, should be described.

Written response evaluation

For each of the above written response criteria, the committee determined the extent to which the requirements were fulfilled. This was scored from 0 to 2, as follows:

- 0** No requirements met
- 1** Some or most requirements met
- 2** All requirements met or exceeded

Each criterion was weighted by the extent to which the requirements are met and the resultant scores totaled, with 200 being the highest possible total score of individual criteria and fulfillment of requirements for the written response evaluation.

Oral Presentation/Demo Guidelines

The oral presentation was not done for any vendor.

Evaluation Committee

The evaluation committee consisted of 3 employees with experience in public-private partnerships, public grant administration, and community development, in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- Vivian Brady-Phillips,
- Brian Platt, Director, Innovation Team
- Doug Carlucci, Aide to the Mayor

Appendix B contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

Proposals received

A total of two proposals were received in response to the City's RFP. They are listed alphabetically below with the proposed costs. The term of the contract is two (2) years with the option to renew for three (3) additional one (1) year terms for a total of five (5) years commencing on the execution date of the contract by City officials.

Vendor	Yr 1	Yr 2	2-Yr Total	Yr 3	Yr 4	Yr 5	5-Yr Total
Bruno Associates	\$108,000	\$108,000	\$216,000	\$108,000	\$108,000	\$108,000	\$540,000
Millennium Strategies	\$132,000	\$132,000	\$264,000	\$144,000	\$144,000	\$144,000	\$696,000

Evaluation Process

The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to discuss preliminary impressions and to address technical questions
- Final independent review of proposals and submission of evaluation matrix

Summary of Proposals

There were 2 proposals submitted.

Bruno Associates proposed a 1-year cost of \$108,000 and total 2-year cost of \$216,000. Should the City opt to renew for three (3) additional one (1) year terms for a total of five (5) years, Bruno Associates' 5-year cost would total \$540,000. Bruno Associates proposed meeting all of the City's requirements. Bruno Associates also proposed specific activities, including review of the Open Space Master Plan, and touring parks and recreation areas as well as project areas for development. Bruno Associates did not detail type and amount of funds attained in last five years within text of written proposal, did not detail experience with interfacing with federal or other grants websites, and did not outline experience in attaining private sources of grant funding.

Millennium Strategies proposed a 1-year cost of \$132,000 and total 2-year cost of \$264,000. Millennium Strategies proposed meeting all of the City's requirements. Should the City opt to renew for three (3) additional one (1) year terms for a total of five (5) years, Millennium Associates' 5-year cost would total \$696,000. Millennium Strategies also proposed specific activities, including a one-month, intensive series of biweekly, daylong meetings to review existing grant structures; ongoing use and updating of a grants database to track grant procurement efforts; research of all governmental and non-governmental funding opportunities for which the City is eligible; and development of partnerships with community-based organizations to maximize funding available to the City and advance existing projects. Millennium Strategies detailed amount of funds attained in the last ten years, as well as type and amount of funds it has secured in prior years for the City of Jersey City. Millennium Strategies also detailed their use of a grant administration tracking system which they created in 2014 for the City and which requires interfacing with federal and other grants websites and systems. Finally, Millennium Strategies outlined experience in attaining private sources of founding, including securing \$2,500,000 from Bloomberg Philanthropies in 2015 for Innovative Delivery and \$200,000 from the Robert Wood Johnson Foundation 2015 NJ Health Initiatives for Community Health Planning.

Evaluation results

The rankings and total scores (out of 200) received by the proposals appear below:

Vendor	Brady-Phillips	Platt	Carlucci
Bruno Associates	120	135	115
Millennium Strategies	195	145	180

Millennium was ranked first by the majority of reviewers.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix C, and the successful proposal and fee clarification addendum is attached hereto as Appendix D.

Appendix A: RFP

Appendix B: Certifications of Non-Conflict of Interest

Appendix C: Detailed Evaluation Spreadsheets

Appendix D: Successful Proposal And Addendum

2016 Grant Services Evaluation Matrix

Evaluator Name:

DOUGLAS CARLUCCI

Criteria	Points	Bruno Associates (weight: 0-2)
<p>a. Required format: <i>The committee will determine the extent to which the proposal includes the required sections (Title Page, Table of Contents, etc.). One (1) point will be awarded for each section.</i></p>	10	2
<p>b. Experience in Grant Writing: <i>Vendor should demonstrate ability to obtain a variety of grant funding (e.g., State, private, etc.).</i> <i>Grants Applied – 5</i> <i>Grants Received – 5</i></p>	10	1
<p>c. Past Success Rate in Attainment of Grant Funds: <i>Vendor should detail type & amount of grant funds attained in the last 5 years – local, federal, private sector, nonprofit</i></p>	10	1
<p>d. Narrative Components: <i>Details of project</i></p>	10	1
<p>e. Technical: <i>Vendor should demonstrate ability to create/develop seamless interfaces with various web sites to submit applications & research any grant-related topics needed to apply. Provide instructions to City staff that will ensure compliance at City Departments.</i></p>	10	1
<p>f. Personnel Assigned: <i>Resumes, capacity, and credentials of respondent personnel will be scrutinized to ensure this requirement is met. Provide detailed accounts of team members' applicable experience and their anticipated roles in projects will be viewed more favorably.</i></p>	10	1
<p>g. Project Timeline: <i>The City favors an aggressive timeline for implementation and expects to have services in place within reasonable time after introduction and acceptance of pursuit of the approval to apply for funds by Directors or the City Council.</i></p>	10	2

h. Cost: *This contract will be awarded as a competitive contract. The contract is for 2 years with three (3) one-year options for a total of five years; vendors must commit to their fees schedule for the entire five year term by the City.*

25 1

i. Commitment to Diversity:

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises (LBE) consistent with the City's policies, should be described.

5 0

TOTAL

Weight Key:

0 = No requirements met

1= Some or most requirements met

2 = All requirements met or exceeded

Bruno Associates Score

Millennium (weight: 0-2)

Millenium Score

20

2

20

10

2

20

10

2

20

10

2

20

10

1

10

10

2

20

20

2

20

25

2

50

0

0

0

115

180



May 12, 2016

Peter Folgado
 Purchasing Agent
 City of Jersey City
 Division of Purchasing
 394 Central Avenue, 2nd Floor
 Jersey City, NJ 07307

Sent Via email: Peterf@jcnj.org

RE: Clarification for RFP for Grant Services opened on March 10, 2016

Dear Mr. Folgado:

As requested in your letter dated May 12, 2016, listed below is a breakdown of the price per year.

Year 1	\$108,000.00
Year 2	\$108,000.00
Year 3	\$108,000.00
Year 4	\$108,000.00
Year 5	\$108,000.00

If you need anything further regarding this matter, please do not hesitate to contact our office.

Thank you.

Very respectfully yours,

Melissa Castelbuono

Melissa Castelbuono
 Vice President/CFO

MILLENNIUM STRATEGIES

May 12, 2016

Peter Folgado
Purchasing Agent
City of Jersey City
394 Central Avenue
Jersey City, New Jersey

Re: Clarification of Fees - RFP for Grants Services

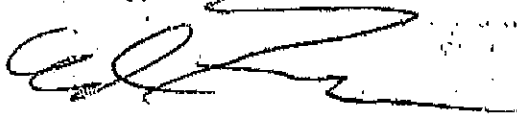
Mr. Folgado:

In response to your letter requesting clarification of fees, Millennium Strategies proposes to provide our full suite of grant services for two years for a fee of \$132,000 per annum paid in 12 equal monthly installments. The fee would remain the same for the first two years. Should the City elect to renew Millennium Strategies for a maximum of 5 years, the fee would increase as follows:

Year 1	\$132,000 per annum
Year 2	\$132,000 per annum
Year 3	\$144,000 per annum
Year 4	\$144,000 per annum
Year 5	\$144,000 per annum

Our fees include all travel time and expenses as well as attendance at all designated meetings. There are no hidden costs associated with our fee structure and our contract provides for a mutual 14 day opt out. Millennium Strategies will enter into a contractual relationship with the City of Jersey City as an independent contractor and would remain an independent contractor for the duration of our contract.

Sincerely,



Ed Farmer
President & CEO



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: GRANT SERVICES

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Vivian Brady-Pulley
Print Name

Vivian Brady-Pulley
Signature

5/4/2016
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq. and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: GRANT SERVICES

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Brian Platt

Print Name

A handwritten signature in black ink, appearing to be "Brian Platt".

Signature

5/5/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq. and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: GRANT SERVICES

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

D. CARLUCCI
Print Name

[Signature] 5-5-18
Signature Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq. and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



MILLENNIUM

City of Jersey City
Request for Proposals:
Grant Services

Submitted on behalf of

Millennium Strategies, LLC

By Ed Farmer, President & CEO

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Grant Services

REQUEST FOR PROPOSALS
DIVISION: Management and Budget
DUE DATE: 03/10/2016

CITY OF JERSEY CITY

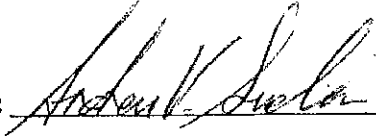
PROJECT: Grant Writing Consulting

The undersigned is (a corporation) under the laws

of the State of New Jersey having offices

at 60 Roseland Avenue, Caldwell, NJ 07006 and

submits this proposal in response to the City's RFP.

Signed: 

Name: Andrew V. Sinclair

Title: Director of Business Development

Company: Millennium Strategies, LLC

Address: 60 Roseland Avenue

Caldwell, NJ 07006

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CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Grant Services

REQUEST FOR PROPOSALS
DIVISION: Management and Budget
DUE DATE: 03/10/2016

CITY OF JERSEY CITY

PROJECT: Grant Services

RESPONDENT: Millennium Strategies, LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	<i>[Handwritten Initials]</i>	
B. Public Disclosure Statement *	<i>[Handwritten Initials]</i>	
C. Mandatory Affirmative Action Language	<i>[Handwritten Initials]</i>	
D. Americans with Disabilities Act	<i>[Handwritten Initials]</i>	
E. MWBE Questionnaire	<i>[Handwritten Initials]</i>	
F. Affirmative Action Compliance Notice	<i>[Handwritten Initials]</i>	
G. Employee Information Report	<i>[Handwritten Initials]</i>	
H. Business Registration Certificate	<i>[Handwritten Initials]</i>	
I. Original signature(s) on all required forms.	<i>[Handwritten Initials]</i>	
J. Acknowledgment of Receipt of Addenda *	<i>[Handwritten Initials]</i>	

* Failure to include the completed Public Disclosure Statement and the completed Acknowledgment of Receipt of Addenda with the proposal will result in an automatic rejection of the bid.

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Grant Services

REQUEST FOR PROPOSALS
DIVISION: Management and Budget
DUE DATE: 03/10/2016

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Andrew V. Sinclair
of the firm of Millennium Strategies, LLC

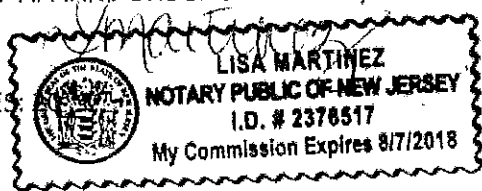
the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding 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 Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed 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 (N.J.S.A.52: 34-25).

(Signature of respondent) *Andrew V. Sinclair*

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 3rd of March OF 2016
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NOTARY PUBLIC OF NEW JERSEY
JANUARY 1982
JANUARY 1982

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the 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 public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned
Ed Farmer	14 Sunburst Lane Piscataway, NJ 08854	78
Susan Scavone	165 Alexander Avenue Nutley, NJ 07110	22

PUBLIC DISCLOSURE INFORMATION

SIGNATURE: *Archie V. Sub*
 TITLE: Director of Business Development

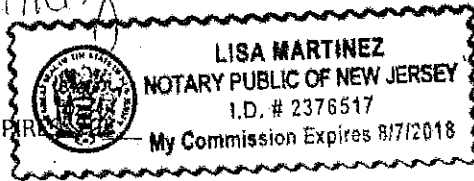
SUBSCRIBED AND SWORN TO
 BEFORE ME THIS DAY 3rd of March OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

L. Martinez

NOTARY PUBLIC OF

MY COMMISSION EXPIRES



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Andrew V. Sinclair

Representative's Signature: *Andrew V. Sinclair*

Name of Company: Millennium Strategies, LLC

Tel. No.: 973-226-3329 Date: 2-25-16

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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's 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 proceeding 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.

Representative's Name/Title Print: Andrew V. Sinclair
 Representative's Signature: Andrew V. Sinclair
 Name of Company: Millennium Strategies, LLC
 Tel. No.: 973-226-3329 Date: 2-25-16

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Strategies, LLC
Address : 60 Roseland Avenue, Caldwell, NJ 07006
Telephone No. : 973-226-3329
Contact Name : Andrew V. Sinclair

Please check applicable category :

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned business (WBE)
- Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Millennium Strategies, LLC
Address: 60 Roseland Avenue, Caldwell, NJ 07006
Telephone No.: 973-226-3329
Contact Name: Andrew V. Sinclair

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

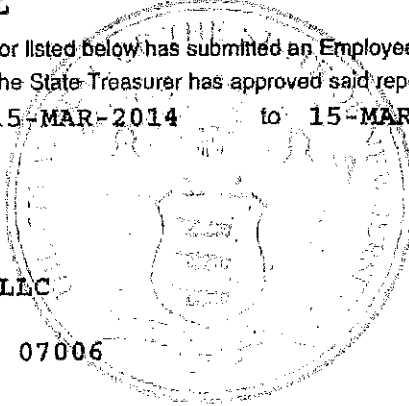
Certification 39523

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-MAR-2014 to 15-MAR-2021

MILLENNIUM STRATEGIES LLC
60 ROSELAND AVENUE
CALDWELL NJ 07006



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff", is written over the logo.

Andrew P. Sidamon-Eristoff
State Treasurer

07/27/06

Taxpayer Identification#

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.

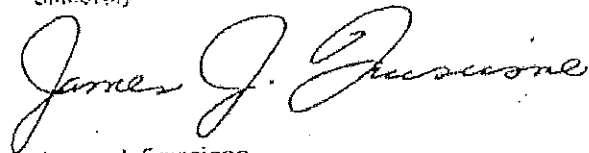
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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



James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08648 0252
TAXPAYER NAME: MILLENNIUM STRATEGIES LLC	TRADE NAME:	
ADDRESS: 60 ROSELAND AVE CALDWELL NJ 07006	SEQUENCE NUMBER: 1250157	
EFFECTIVE DATE: 09/08/05	ISSUANCE DATE: 07/27/06	
FORM-BRC(08-01)	James J. Fruscione Acting Director New Jersey Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: Grant Services

REQUEST FOR PROPOSALS
DIVISION: Management and Budget
DUE DATE: 03/10/2016

CITY OF JERSEY CITY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO BE
SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder: Millennium Strategies, LLC - Andrew Sinclair

Street Address: 60 Roseland Avenue

City, State, Zip Caldwell, NJ 07006

Authorized Signature: [Signature]

Date: 2-25-16

3.4 Executive Summary:

Millennium Strategies, LLC is pleased to submit the enclosed response to the City of Jersey City's Request for Proposals for Grant Services. Celebrating our 10th Anniversary, Millennium Strategies is the largest full service grants consulting firm in the region. We currently represent 66 municipalities, counties and non-profits in New Jersey, New York, Pennsylvania and Delaware. Since our inception, Millennium Strategies has procured over \$140,000,000 in both public and private grant funding. In 2015 alone, Millennium's clients were awarded \$39,859,749 in grant funding. It would be a privilege to continue to serve in this capacity and build on what has been accomplished since 2013 through the close working relationship we have established with the City, our ability to identify and meet its goals, and the success we have already achieved. In 2014, Millennium secured \$2,500,000 from Bloomberg Philanthropies for Innovative Delivery (i-Team). In 2015, we secured \$3,660,898 in grant funding for Jersey City as follows.

Funding Program	Purpose	Award
NJDEP Green Acres	Berry Lane Park	\$1,100,000
NJDOT Municipal Aid	Various Streets	\$1,004,590
USDOJ COPS Anti-Gang Initiative	JCPD Anti-Gang Task Force	\$750,000
Corporation for National & Community Service	AmeriCorps VISTA	\$338,558
RWJF 2015 NJ Health Initiatives	Community Health Planning	\$200,000
MLB Baseball Tomorrow Fund	Berry Lane Park Lighting & Scoreboard	\$173,500
Tony Hawk Foundation	Berry Lane Skatepark	\$25,000
NJDCA Disabled Recreational Opportunities	Adaptive Youth Golf	\$20,000
TD Charitable Foundation	Business in a Box	\$20,000
NJ Division of Tourism	Cooperative Marketing	\$19,250
Sustainable Jersey	Creative Asset Mapping	\$10,000
	2015 TOTAL	\$3,660,898

We understand your vision to make Jersey City an unrivaled economic and cultural center where all of its neighborhoods thrive. We know the challenges you face in lowering the tax burden while trying to meet the growing and often dire needs of residents. We are keenly aware that Jersey City must have the tools for preparedness and prevention when it comes to providing for public safety. We also know the vital role transportation and infrastructure play in all aspects of achieving your strategic objectives. By understanding these various needs and the vision you hold for Jersey City's future, we have demonstrated the ability to aggressively seek new and existing funding streams that will advance your goals.

What sets Millennium Strategies apart is our exhaustive research skills and extensive experience at all levels of government. We have the knowledge of existing grants and aggressively seek new ones that allow our clients to reach their goals. As Millennium's CEO and former Chief of Staff to Congressman Bill Pascrell, Ed Farmer has shepherded critical projects to completion with federal, state, and county agencies. Susan Scavone, Millennium's Principal, has more than 25 years of experience in government and grant writing. She leads the firm's Disaster Recovery practice with substantial experience assisting clients following Hurricane Irene and Superstorm Sandy. Bernadette McPherson serves as Millennium's Director of Client Outreach. Together, Ed and Susan have assembled an accomplished team that includes a full-time research associate, 9 grant writers, and the support staff necessary to meet the demands of timely, professional, and competitive submissions. All members of Millennium Strategies are in good standing with the State of New Jersey and grant agencies. None has ever had their professional licenses suspended or revoked in New Jersey or any other state. A firm overview complete with staff biographies and client references is attached in Appendices.

If retained in 2016, Millennium Strategies will continue the innovative and comprehensive approach to providing our services to the City of Jersey City. We will use the considerable talents and expertise of our entire team as well as every

aspect of our firm's full suite of services – grant funding, economic development, hazard mitigation, non-profit generation, and local government services – to attain and administer funding that will advance the City's top priorities. Furthermore, a Grants Manager will continue to be on site in Jersey City to further develop the close working relationship that we pride ourselves on at Millennium and to best achieve the following objectives:

- *Millennium will continue our efforts to centralize grant oversight and assist in the adoption of best practices for grants administration* for the City of Jersey City. Our project team works closely with the Mayor's Office and appropriate personnel now and will continue to do so with an ongoing review of methods of grant procurement to execute the strategies to achieve a consistent, streamlined process that will increase the amount of funding awarded to the City.
- *Millennium will continue to enhance the City's ability to identify and apply for grants.* Our work with key administrative personnel to review the mission and functions of each individual department will proceed as well as with other appropriate entities associated with the City. This process will help Millennium design goal-oriented strategies that will maximize grant eligibility and opportunities for funding.
- *Millennium will continue to increase the City's success rate at receiving grant awards.* The extensive research, preparation, and submission process that we have put in place for all available governmental and non-governmental funding applications pursued by the City will be uninterrupted. This will include all appropriate follow-up for legislative and community-based support
- *Millennium will continue to improve the City's ability to process both previously awarded and new grant funding.* A thorough and ongoing evaluation of the City's current and past funding efforts will include a review of all prior grant awards and the use of a database tracking system we have established to ensure the timely preparation, submission and tracking of each grant application completed by Millennium on the City's behalf.

Millennium Strategies proposes to provide our full suite of grant services for a one-year, \$132,000 all-inclusive contract paid in 12 equal monthly installments. Millennium Strategies will enter into a contractual relationship with the City as an independent contractor and would remain an independent contractor for the duration of our contract.

3.5 Scope:

In order to provide comprehensive Grant Services to the City of Jersey City, Millennium Strategies has prepared the following scope of services. We believe this scope is all-encompassing and represents the most appropriate solution for the City of Jersey City in order to maximize funding eligibility and secure grant funding to advance priority projects across all departments of municipal government while building in the flexibility necessary to respond to changing circumstances. This comprehensive approach addresses all gaps and ensures that Millennium will provide its full suite of services in delivering grant services to the City of Jersey City:

- Implementation and ongoing review of a strategic plan in the form of an organizational flow chart
- Review of prior grant procurement efforts and internal processes
- Provide recommendations for internal policies and procedures that streamline grant writing efforts
- Review previous grants awarded to recover funds
- Conduct follow-up support with legislative offices and community-based partners
- Weekly internal meetings of the Millennium Project Team
- One-month, intensive kick-off series of biweekly, daylong meetings to review existing grant structure
- Ongoing use and updating of a grants database to track grant procurement efforts
- Research of all governmental and non-governmental funding opportunities for which the City is eligible
- Preparation, editing, compiling and submission of all grant applications authorized by the City
- Follow-up with granting agency's to review application status and debriefing of application review process
- Meetings with City staff, as required, within 48 hours' notice
- Development of partnerships with community-based entities to maximize funding available to the City and advance critical projects

3.6 Objectives:

In order to maximize the amount of grant funding awarded to Jersey City for critical projects and improve the internal grants management and administration process, Millennium proposes to continue our work to achieve the following objectives for the duration of the contract period:

- *Millennium will proceed with grant oversight centralization and assist in the adoption of best practices for grants administration for the City of Jersey City.* Our project team will continue to work closely with the Mayor's Office and appropriate personnel with an ongoing review of methods of grant procurement and formulate strategies for a more consistent, streamlined process that will increase the amount of funding awarded to the City. By utilizing our expertise and experience, we will analyze the effectiveness of centralization policies put in place and make recommendations for appropriate, standardized policies and procedures for all of the City's future grant procurement efforts. We will utilize the organizational flow chart for all departments to follow so compliance requirements for successful grant applications will be met. We will work diligently with the City to execute and implement a strategic plan to achieve the goals as set forth in the City's 6-year capital program, to develop templates of successful applications for future use, and to mentor departmental grant writers in all aspects of grant acquisition. Evaluation and assessment of current and future needs will be an ongoing process for the duration of the contract period.
- *Millennium will enhance the City's ability to identify and apply for grants with an ongoing review of the mission and functions of each individual department and other appropriate entities associated with the City.* This process will help Millennium's design of goal-oriented strategies that will maximize grant eligibility and provide flexibility in seeking opportunities for funding. Our detailed and frequent memoranda of potential funding opportunities, both governmental and non-governmental, will include an explanation of the criteria for eligibility, recommendations as to the appropriate applicant, and an outline of the City's responsibilities in completing the grant application to produce the most competitive product for submission.
- *Millennium will continue to increase the City's success rate at receiving grant awards through our extensive research, preparation, and submission process for all available governmental and non-governmental funding applications pursued by the City.* This will include all follow up for legislative and community-based support. Millennium will expand upon the number of grants sought and will train staff to assist in the future preparation of grant opportunities. We will represent and advocate for the City with all legislative and governmental officials, private sector decision makers and their offices pertaining to grant services that Millennium undertakes on the City's behalf.
- *Millennium will continue to improve the City's ability to process both previously awarded and new grant funding by conducting a thorough and ongoing evaluation of the City's current and past funding efforts.* This process will include necessary meetings with the Administration, department heads, supervisors and key personnel to determine past successes compared to future funding goals and to identify outstanding balances and the status of past grant awards. We will utilize the tracking system we have put in place to maintain a comprehensive grants database to ensure compliance with grant agreements and will assist external auditors, when necessary, in completing an annual audit of financial statements. Any outstanding funding that is currently in jeopardy of being lost due to poor oversight or lack of administrative follow-up will be a priority.

3.7 Project Work Plan:

If retained in 2016 by the City of Jersey City, Millennium Strategies will continue to execute our innovative and comprehensive approach to providing grant services. We will use the considerable talents and expertise of our entire team. We will utilize every aspect of our firm's full suite of services, including grant funding, economic development, hazard mitigation, non-profits, and local government services, to attain and administer all funding sought by the City. Furthermore, we propose to assign a Grants Manager to be on site in Jersey City for the optimal working relationship that we have established and that we pride ourselves on to best achieve the City's objectives. Working with the administration, department heads, and key personnel, is the best approach to develop a strategic plan for each of the City's identified goals.

1. *Centralize Grant Management* - Millennium will continue biweekly meetings with all relevant City officials. At this time, Millennium will clearly define the information needed from each participant in order to evaluate Jersey City's current grant operation status and to develop a strategic plan for 2016, complete with an organizational flow chart for grant procurement. During this process, Administration officials will provide priority funding areas to help prepare a strategic, needs-based plan for procuring grant awards. This activity will be completed within one month from the beginning of the contract period and require the involvement of the entire Millennium project team as well as department heads and other key personnel identified by the City.
2. *Create and Adopt Policies and Procedures* - Millennium will provide updated recommendations and guidelines for grant applications for various departments to follow, which will include an organizational flow chart inclusive of a review of past procurement efforts, anticipated funding programs and key personnel for each project prioritized by the City. Millennium will clearly define the grant process for each department head as well as all pertinent issues the City will focus upon in 2016. This activity will be completed within two months from the beginning of the contract period and require the entire Millennium project team as well as department heads.
3. *Create a Strategic Plan* - Millennium will create a Strategic Plan for grant research and funding to be pursued in keeping with the City's 6-year capital budget and other identified objectives. Millennium will prepare a 2016 strategic plan that will include funding strategies and identified grant opportunities. This activity will be completed within two months from the beginning of the contract period and require the entire Millennium project team and department heads and key personnel as identified by the City.
4. *Grant Recovery* - Millennium will identify any outstanding grant awards made to the City and determine what funds remain available for open projects. This will be an ongoing activity that will require the involvement of Ed Farmer and Chris Sprague as well as key personnel with extensive knowledge of the City's previous grant procurement efforts.
5. *Database Generation* - Millennium will utilize the grant administration tracking system created in 2014 to ensure compliance requirements are met in accordance with individual grant guidelines as established by the funding source. This will be updated regularly for the duration of the City's relationship with Millennium. This activity will require the involvement of Ed Farmer and Chris Sprague, as well as departmental staff, as needed.
6. *Research Available Opportunities* - Millennium will research all available grant opportunities that support the City's priorities on an ongoing basis for the duration of the contract period. Grant summaries and detailed application breakdowns will be provided to key personnel as the City selects grant opportunities that are consistent with their strategic plan. This will be an ongoing activity throughout the contract period and require the involvement of Ed Farmer, Chris Sprague and Andrea Ramalho.
7. *Complete Grant Writing* - Millennium will complete all grant applications, both presented by Millennium and identified by the City, in accordance with funding guidelines established by the granting entity, on a continuing basis for the duration of the contract period. This will be an ongoing activity for the duration of the contract period and require the involvement of the entire Millennium Team proposed for this relationship.

3.8 Assumptions/Jersey City Responsibilities:

Millennium Strategies assumes for the purposes of this response that the City of Jersey City would view favorably the assignment of Grants Manager Chris Sprague on site as necessary.

Millennium Strategies assumes that the City of Jersey City will provide the necessary staff and requested information in order for Millennium to adequately perform its stated duties.

The City of Jersey City Responsibilities:

1. The City of Jersey City will be made aware on an ongoing basis of what is necessary for the implementation of the strategic plan to achieve the objectives herein and of what the requirements are for each grant application and the responsibilities of all parties in creating and submitting a successful application in a clear and timely manner.
2. The City of Jersey City will provide an adequate workplace for Millennium staff that includes access to wireless internet.
3. The City of Jersey City will make staff available to Millennium Strategies as requested.
4. The City of Jersey City will ensure that weekly meetings take place and that there is clear and defined leadership of the grant process from the City's perspective.
5. The City will provide a primary point of contact to Millennium that will help ensure that all City staff provide Millennium with the defined information and support our grant managers will need to execute our responsibilities.

3.9 Staffing:

The Millennium project team will be organized in the following way:

Ed Farmer - Project Team Leader - Approximately 30-40 hours a month - Ed will lead Millennium's service team and will ensure that stated goals and key deliverables are met. He will be present at weekly meetings with Millennium staff. As Millennium's CEO and former Chief of Staff to Congressman Bill Pascrell, Ed Farmer has shepherded critical projects to completion with federal, state, and county agencies.

Chris Sprague - Grant Manager - Approximately 60- 80 hours a month - Chris Sprague will continue to as at the dedicated Grants Manager for Jersey City. He is one of Millennium's most senior grant managers and has secured over \$10 million in grant funding for municipal, school district and non-profit clients. He will work in Jersey City in a designated work space as necessary.

Danielle Anderson - Grant Researcher - Approximately 30-40 hours a month - Danielle will provide Jersey City with potential grant opportunities and will perform all tasks as assigned by Jersey City. She will be present at weekly meetings with Millennium staff and available as needed.

Sue Scavone - As needed - Sue will be involved with all matters pertaining to application and administration of disaster recovery funding. Millennium's Principal, has more than 25 years of experience in government and grant writing. She leads the firm's Disaster Recovery practice with substantial experience assisting clients following Hurricane Irene and Superstorm Sandy.

Bernadette McPherson - As needed for governmental affairs activities. Millennium's Director of Client Outreach, Bernadette is a former Mayor and Bergen County Freeholder and offers her knowledge of local government and innovative solutions to municipal issues.

Additional background information of each team member is found in the Firm Overview appended in Section 3.11. Consistent with the City of Jersey City's policies, Millennium will make every effort to involve Minority and Women Owned Business Enterprises, as appropriate, in the completion of stated project objectives.

Engagement of Experts and/or Special Consultants for Grant Writing as Subcontractors

Millennium Strategies is willing and has the capacity to retain as needed third-party experts or special consultants when in the application phase a grant requires technical writing experience, specialized knowledge or expert consultation. Furthermore, Millennium agrees to the conditions and procedure for engaging such third-party experts or special consultants as stipulated in the Request for Proposal.

3.10 Timing and Fees:

Upon Award of Contract:

To execute the Project Work Plan in the swiftest and most effective way possible, upon award of contract, Millennium Strategies will coordinate a 2016 kick off meeting with the Administration and key personnel to review all available information regarding the City's current funding procurement efforts, pending and outstanding grants, existing policies and procedures, important dates and timelines for Mayor and Council actions including Council meeting dates, and the top priorities for funding. The latest and most up to date information on grant funding, that our research shows the City's eligible for, will be provided with all criteria and requirements clearly explained so applications can be prepared without delay.

Weekly:

On a weekly basis, as described previously herein, standing meetings with the Millennium Strategies Jersey City Project Team will take place with key personnel from both the City and Millennium staff. For a minimum of 8 hours per week, Grants Manager Chris Sprague will be on site to meet with department heads, key personnel, and to complete grant applications.

Monthly:

On a monthly basis, the City of Jersey City will receive detailed memorandums of potential funding opportunities, governmental and non-governmental, that will include an explanation of the criteria for eligibility, recommendations as to the appropriate applicant, and the City's responsibilities in order to complete the grant application and produce the best possible product for submission. These monthly reports will also include updates on the implementation of the Project Work plan that will identify action items to ensure progress is being made towards the stated objectives.

Daily:

On a daily basis the City of Jersey City can expect the Millennium Strategies Jersey City Project Team to be in close communication in all forms with the Administration regarding new opportunities and ideas to achieve objectives. The Project Team will be available on an ongoing basis to address any issues or respond to questions as they arise.

Timeline for implementing Project Work Plan:

1. Ongoing Centralization of Grant Management Process
2. Create, Adopt, and Analyze effectiveness of policies and procedures for grant applications for various departments to follow which will include an organizational chart.
3. Create a Strategic plan for grant research and funding to be pursued in keeping with the 6 year capital budget and other identified objectives
4. Identify outstanding grant awards and determine what funds remain available for open projects.
5. Utilize and Update the grant administration tracking system put in place to ensure compliance requirements are met.

Fees:

Millennium Strategies proposes to provide our full suite of grant services for a one-year, \$132,000 all-inclusive contract paid in 12 equal monthly installments. Our fees include all travel time and expenses as well as attendance at all designated meetings. There are no hidden costs associated with our fee structure and our contract provides for a mutual 14 day opt out. Millennium Strategies will enter into a contractual relationship with the City of Jersey City as an independent contractor and would remain an independent contractor for the duration of our contract.

3.11 Appendices

Firm Overview

(including Qualifications, Staff Biographies and Client References)



MILLENNIUM

STRATEGIES

COMPANY PROFILE

Celebrating our 10th Anniversary, Millennium Strategies is the largest full service grants consulting firm in the region. We currently represent 65 municipalities, counties and not-for-profits in New Jersey, New York, Pennsylvania and Delaware. We help our clients finance their critical projects with funding through federal, state and county grants as well as private foundations and charitable organizations. Since our inception, Millennium Strategies has procured over \$140 million in both public and private grant funding. In 2015, Millennium's clients were awarded \$39,859,749 in grant funding.

In a climate of shrinking tax bases, aging infrastructure and reduced funding opportunities, your organization needs to separate itself from the competition. We offer you a professional results-oriented approach to put your grant application ahead of the pack and capitalize on the funding opportunities available.

Grant Writing

Grant Administration

Grant Recovery

Disaster Recovery & Resiliency

Economic Development & Revitalization

We strive to deliver our clients alternative funding streams to move your community, organization, and business forward. Collectively, our team shares over 25 years of service in the public sector at the highest levels of local, county, state, and federal governments. We understand how the system works and can leverage our experience to address your community's needs. Each client is given individual attention to identify local projects, determine the best sources of funding, and aggressively tap divergent resources to complete your projects.



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973-226-3399 ■ 973-226-3399 ■ M-STRAT.COM

GRANT WRITING

Applying for a grant at any level of government or philanthropic foundation can be a tedious and time-consuming process. Your organization needs a team in place that knows what grants to apply for, knows how to bring all of the relevant information together and can work with your staff to make the process a success. Millennium Strategies knows the process. We find the grants and guide you through the process step-by-step, developing a plan to accomplish your goals. Our team puts together a comprehensive strategy to address short-term goals and needs, as well as a long-term approach to keep your organization moving in the right direction. In a climate of shrinking tax bases, aging infrastructures and reduced funding opportunities, your organization needs to separate itself from the competition. We offer a professional results-oriented approach to put your grant application ahead of the pack and capitalize on the funding opportunities available.



GRANT ADMINISTRATION

Often, grant awards come with specific requirements and procedures to follow. If your organization or municipality doesn't follow these requirements, the money could be lost. Millennium Strategies can administer these grant awards – either by undertaking the entire process from the beginning – or coming in after the fact and making sure the funds are being properly disbursed. In New Jersey, this is most common with natural disasters and Federal Emergency Management Agency (FEMA) awards. Our team takes your municipality through the grant process to ensure you are receiving a maximum award and properly spending the funds once they are distributed. In New Jersey we continue to see an uptick in natural disasters including flooding, tropical storms, and blizzards. Millennium Strategies is experienced with the FEMA process and has a track record of securing the necessary funding to cover the costs from these disasters without adding an additional burden on local taxpayers.

GRANT RECOVERY

Often a municipality is awarded a grant but is either not spending the money, or not spending the money properly. Not only does this hurt future chances to secure grant opportunities, it also is a lost resource for your community. Millennium Strategies can make sure you are properly disbursing grant awards and spending the money already received in accordance with guidelines. Our team works with you to figure out how the money was received, what needs to be done to properly disperse the funds, and how these practices can be reformed moving forward.



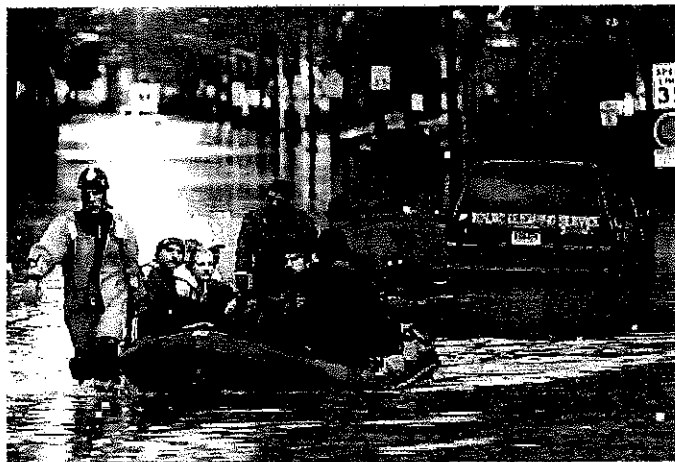
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DISASTER RECOVERY & RESILIENCY

Millennium Strategies has a proven track record of successfully procuring adequate funding for public and private entities in their time of need and guiding the successful administration of these complex funding streams. Seasoned staff works extensively with clients to evaluate their existing needs and then spearhead all discussions with local, state and federal officials to organize an appropriate response centered upon the repair and mitigation of impacted properties or infrastructure. Millennium Strategies then takes the lead in creating and implementing a strategic plan for recovery through all available grant opportunities. Once funding is attained, we have a proud history of successfully managing projects from their initial implementation to final close out.



Millennium Strategies has the know-how and hands-on experience to seek, secure and manage funding for local and regional organizations. Grant programs which fall within the expertise of our Disaster Recovery and Sustainability Division include the FEMA Public Assistance Grant Program, FEMA Hazard Mitigation Grant Program, FEMA Pre-Disaster Mitigation Grant Program, FEMA Flood Mitigation Grant Program, New Jersey Department of Environmental Protection Blue Acres Grant Program, and United States HUD Community Development Block Grant Disaster Recovery Program. Millennium Strategies uses these grant programs as vehicles for disaster recovery and mitigation on a variety of levels. In fact, we have led the procurement and administration of over \$71 million in disaster recovery and mitigation funding for not-for-profit, municipal and county governments over the last three years.

ECONOMIC DEVELOPMENT & REVITALIZATION

In growing and maintaining local economies, counties and municipalities need two main characteristics: strong cooperation with private businesses and a long-term plan to utilize incentive packages offered by state and federal agencies. Millennium Strategies' team has over 20 years of experience in establishing these public/private partnerships – including improvement districts, economic development corporations, transit orientated developments, and enterprise zones. We forge partnerships within local business communities allowing them to drive the revitalization of their community. Additionally, Millennium Strategies offers a host of economic development services including feasibility studies and other public/private partnerships to revitalize your local economy. Millennium is well versed in the various financing and grant programs offered by the United States Economic Development Administration, the New Jersey Economic Development Authority, Empire State Development and the Pennsylvania Department of Community and Economic Development.



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973 226-1429 ■ FAX 973 226-3344 ■ WWW.MSTRAT.COM

ED FARMER |

Ed served as Chief of Staff to Congressman Bill Pascrell, Jr. (N.J.-8) for seven years. As the highest-ranking member of the team, Ed was responsible for oversight of all facets of the Congressman's offices in Washington, D.C. and New Jersey. Congressman Pascrell's assignments on the House Transportation and Infrastructure Committee and the House Committee on Homeland Security have given Ed the institutional knowledge and access needed to fully serve New Jersey's municipal and county governments, private sector entities, as well as non-profit agencies and hospitals. In addition, Ed served as Chairman of the Board at Passaic County Community College.



At Millennium, Ed specializes in shepherding critical projects to completion with New Jersey Transit and the state and federal transportation departments. Through his vast wealth of experience, Ed has forged strong and lasting contacts with leaders throughout the State of New Jersey and beyond.

SUSAN M. SCAVONE |

Sue has more than 20 years of experience in public outreach, grant writing, and governmental affairs. She has served in the administration of Governor James J. Florio, on the staff of several members of the New Jersey Senate and Assembly and in Essex County government. Prior to joining Millennium Strategies, Sue served as President of SMS Consulting Services, Inc. for ten years, where she provided governmental relations, grant procurement, and consulting services to both private and public sector clients.



Through her time with Millennium, she has become the firm's leader on disaster recovery projects and funding procurement, securing her position as a regional expert in FEMA Public Assistance and Hazard Mitigation Grant Programs. Since inception, Millennium has secured over \$105 million in hazard mitigation and disaster recovery funds under Susan's direction. Susan's knowledge of the field and existing relationships enable her to communicate effectively with multiple levels of stakeholders on complex projects, ensuring that all stages of a project are followed through and communicated in the most effective and efficient way possible.



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ANDREW SINCLAIR |

Andrew coordinates the firm's marketing, streamlines business development efforts. Andrew has 20 years of experience representing clients at the state, county and local levels of government. His practices include: economic development, energy, information technology, real estate and transportation. In addition, Andrew has developed an extensive network of relationships with business leaders and corporations throughout New Jersey. Before joining Millennium, Andrew was a senior lobbyist with the Princeton Public Affairs Group from 2002-2014 and prior to that, he served as Special Assistant to the Commissioner of Transportation from 1998-2002. Andrew holds a Bachelor of Arts degree from the University of Delaware.



BERNADETTE MCPHERSON, ESQ. |

Bernadette is instrumental in marketing Millennium Strategies to prospective governments and non-profits. Additionally, she adds invaluable counsel with her expertise and experience in local and county government. Bernadette was born in Philadelphia, Pennsylvania and was awarded a Bachelor of Arts in Political Science and English Magna Cum Laude from La Salle University in 1983. She attended Seton Hall Law School and received her Juris Doctorate from Temple University School of Law in 1986.

In 1999, Bernadette was first elected to office as a Councilwoman in Rutherford, New Jersey. She went on to serve as the Mayor of Rutherford from 2000 to 2007. As a member of the Bergen County Board of Chosen Freeholders from 2003 to 2011, Bernadette served as Chairwoman in 2004 and 2005 and chaired the Law and Public Safety Committee from 2004 to 2010. In the course of her career she was a both a member of the Electoral College in 2004 and the Department of Community Affairs Committee on Governor Jim McGreevey's Transition Team in 2001.

Since August 2011, she has been an Adjunct Assistant Professor at John Jay College of Criminal Justice in the Law and Police Science Department. In 2012, Bernadette was the Co-Chairwoman and Director for Outreach and Operations of Congressman Bill Pascrell's successful campaign for reelection in New Jersey's 9th District. She remains active in politics and currently serves as the Legislative District 36 Chairwoman for the Democratic Committee of Bergen County.



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TEL: 973-226-1329 ■ FAX: 973-226-1399 ■ WWW.MILLSTRAT.COM

CHRISTOPHER SPRAGUE |

Since joining Millennium in 2010, Chris has secured over \$10 million in grant funding for municipal, school district and non-profit clients. Through the preparation of successful proposals to federal, state, county, local and private foundation funding sources, Chris has supported a wide range of critical projects in the communities we serve, including transportation, open space, education, sustainability, security, law enforcement, health, and financial education projects. Additionally, Chris works with non-profit clients in support of their organizational development strategies, including the preparation of community assessments, strategic plans, press releases, and program development. Chris holds Bachelor's and Master's Degrees from Seton Hall University.



DAVID JENKINS |

Dave works with a diversified book of clients including private, government and not-for-profit entities. Over the last three years, he has assisted his clients by procuring roughly \$50 million in grant funding. Dave has successfully written and managed grants to enable the development of transportation, open space, education, security, fire, law enforcement, human services, hazard mitigation and economic development related initiatives. He has developed a unique expertise in the field of disaster recovery and sustainability and is responsible for facilitating the procurement and administration of nearly every hazard mitigation project that Millennium has been involved with over the last three years. Prior to joining the firm, Dave served as Chief of Staff to Assemblyman Joseph Cryan during his tenure as a member of the powerful Assembly Budget Committee, Chairman of the Assembly Education Committee, Chairman of the New Jersey Democratic State Committee, and Majority Leader of the New Jersey General Assembly. Dave holds a Bachelor of Arts degree from Elon University.



PETER BLANOS |

Peter has been a member of the firm since December 2011. Peter has secured over \$7 million in funding on behalf of his clients for transportation, open space, law enforcement, fire prevention, pedestrian safety, education, infrastructure, sustainability and recreation related projects. Peter has also assisted with the administration and recovery of over \$1,500,000 in previously awarded grants to help clear bureaucratic red tape and allow for his clients to take full advantage of their grant awards. Peter holds a Bachelor of Arts degree from the University of Scranton.



CLIENTS

Millennium Strategies currently represents 65 municipalities, counties and not-for-profits in New Jersey, New York, Pennsylvania and Delaware. We help our clients finance their critical projects with funding through federal, state and county grants as well as private foundations and charitable organizations.

Bayonne	Harrison, New York	Orange
Bergenfield	Hillside	Paramus
Big Brothers Big Sisters of Delaware	Hoboken	Park Ridge
Bloomfield	Hopatcong	Passaic
Bound Brook	HOPES CAP, Inc.	Passaic County
Camden County	Hudson County	Passaic County One Stop
Camden County Board of Social Services	Jersey City	Pompton Lakes
Camden County Improvement Authority	John P. Holland Charter School	Port Chester, New York
Dover	Keyport	Ridgefield
East Orange	Lambertville	Roselle Board of Education
Edgewater	Middletown	South Hackensack
Englewood	Middletown, Pennsylvania	Sparta
Essex County Sheriff's Office	Montague	Stanhope
Fairview Board of Education	Montclair	Sussex County Community College
Fanwood	Moonachie	Totowa
Fort Lee	Morristown	Union
Garfield	Most Excellent Way	Union City
Golden Door Charter School	Newark CEDC	Union County
Good Will of New York & New Jersey	New Jersey Hall of Fame	Woodbridge
Growing Stage Theater	Northvale	Woodcliff Lake
Hackensack	Nutley	Woodland Park
Haledon	Oceanport	

REFERENCES

Commissioner – Township of Nutley, 1 Kennedy Drive, Nutley, NJ 07110 – (973) 284-4958

Borough of Hopatcong – 111 River Styx Road, Hopatcong, NJ 07843 – (973) 770-1200

Business Administrator, Borough of Edgewater – 916 River Road, Edgewater, NJ 07020

County Administrator, County of Passaic – 401 Grand Street, Paterson, NJ 07505 – (973) 881-4405

Assistant Business Administrator, City of Hoboken, 94 Washington Street, Hoboken, NJ 07030 – (201) 420-2059

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-368

Agenda No. 10-Z-21

Approved: MAY 25 2016

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, Police Officers Thomas Johnston and Clyde Banks have been named in a complaint filed in the Superior Court of Law under Docket No. HUD-L-4633-13 by Francis DeFazio and Shazia DeFazio alleging violation of their civil rights as well as a hostile work environment; and

WHEREAS, the Municipal Council adopted Resolution No. 14-213 authorizing an Agreement with the firm of Brach Eichler LLC; and

WHEREAS, the firm of Brach Eichler LLC is qualified to perform these services and will provide these services at the rate of **\$150 per hour**, including expenses, for a additional total amount not to exceed **\$80,000**; and

WEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Brach Eichler LLC has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Brach Eichler LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Brach Eichler LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Brach Eichler has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **15-15-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Brach Eichler LLC is hereby amended to increase the Contract by an additional **\$80,000** for a total amount of **\$280,000.00**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

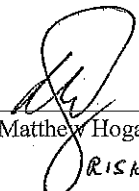
TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. 15-15-298-56-000-856.


Matthew Hogan, ~~Chief Financial Officer~~
RISK MGR

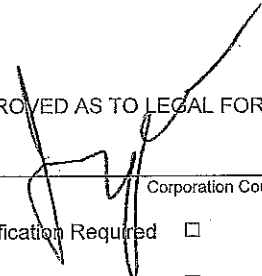
MLM/dc
5/13/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____


Business Administrator



Corporation Counsel

Certification Required

Not Required

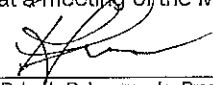
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

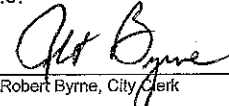
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	LAW	LAW
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Due to the complexity of this matter, an additional \$80,000 is required to bring this matter to conclusion.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

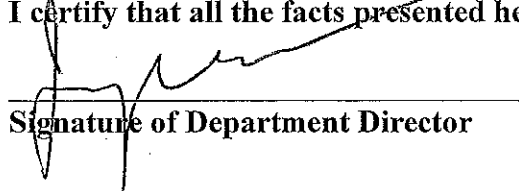
One Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

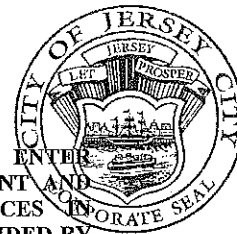
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.369

Agenda No. 10.Z.22

Approved: MAY 25 2016



TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) FOR SHARED SERVICES IN CONNECTION WITH EMPLOYMENT TRAINING SERVICES PROVIDED BY THE JCEPT PURSUANT TO THE WORKFORCE INVESTMENT ACT**

WHEREAS, Resolution 15.711, approved on October 14, 2015, and amended by Resolution 15.820, approved on November 24, 2015, authorized the City of Jersey City ("City") to enter into an agreement with the Jersey City Employment and Training Program, Inc. ("JCETP"), a nonprofit 501(c)3 corporation, designating the JCEPT as the administrative entity for the Jersey City Local Workforce Investment Area ("LWIA") pursuant to the Workforce Investment Act, 29 U.S.C. Sec. 2801 et seq.; and

WHEREAS, pursuant to 29 U.S.C. Sec. 2841(d) and (e), the JCETP was designated the One Stop Operator for the City LWIA; and

WHEREAS, as the City's One Stop Operator, the JCETP offers various employment training programs to City residents; and

WHEREAS, the City and JCETP desire to participate jointly in two employment training programs, the first related to JCETP clients obtaining commercial drivers' licenses ("CDL"), and the second involving JCETP clients painting City fire hydrants; and

WHEREAS, a City employee will provide CDL training to JCETP clients for the first program, and the City will supply the paint for the second program; and

WHEREAS, the City and the JCETP desire to enter into an agreement for these two employment training programs; and

WHEREAS, the term of the City's agreement with JCETP for these two programs will be effective as of June 7th, 2016 and terminate on June 6th, 2017.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to execute the agreement with JCETP, in substantially the form of the attached, authorizing the City's participation in the two employment training programs described in this resolution.
- 2) The term of the agreement shall be effective as of June 7th, 2016 and shall terminate on June 6th, 2017.

APPROVED: *Maia Reardon*

APPROVED AS TO LEGAL FORM
[Signature]

APPROVED: MR/sb Business Administrator
May 19, 2016

Corporation Counsel
Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) FOR SHARED SERVICES IN CONNECTION WITH EMPLOYMENT TRAINING SERVICES PROVIDED BY THE JCEPT PURSUANT TO THE WORKFORCE INVESTMENT ACT

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Mark Redfield	Director
Phone/email	201-547-4400	markr@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ Resolution 15.711, approved on October 14, 2015, and amended by Resolution 15.820, approved on November 24, 2015, authorized the City of Jersey City ("City") to enter into an agreement with the Jersey City Employment and Training Program, Inc. ("JCETP").
- ❖ The City and JCETP desire to participate jointly in two employment training programs, the first related to JCETP clients obtaining commercial drivers' licenses ("CDL"), and the second involving JCETP clients painting City fire hydrants.
- ❖ City employee will provide CDL training to JCETP clients for the first program, and the City will supply the paint for the second program.

Cost (Identify all sources and amounts)

[Empty box for cost information]

Contract term (include all proposed renewals)

June 7th, 2016 and terminate on June 6th, 2017

Type of award

If "Other Exception", enter type

Additional Information

[Empty box for additional information]

I certify that all the facts presented herein are accurate.
Mark Redfield 5/19/16
Signature of Department Director Date

Signature of Purchasing Director Date

AGREEMENT

This Agreement made the _____ day of _____, 2016 between the **CITY OF JERSEY CITY** ("Jersey City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the **JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM**, ("JCETP"), a nonprofit corporation of the State of New Jersey, with offices at 398 Martin Luther King Drive, Jersey City, NJ 07305.

Recitals

WHEREAS, Resolution 15.711, approved on October 14, 2015, and amended by Resolution 15.820, approved on November 24, 2015, authorized the City of Jersey City ("City") to enter into an agreement with the Jersey City Employment and Training Program, Inc. ("JCETP"), a nonprofit 501(c)3 corporation, designating the JCETP as the administrative entity for the Jersey City Local Workforce Investment Area ("LWIA") pursuant to the Workforce Investment Act, 29 U.S.C. Sec. 2801 *et seq.*; and

WHEREAS, pursuant to 29 U.S.C. Sec. 2841(d) and (e), the JCETP was designated the One Stop Operator for the City LWIA; and

WHEREAS, as the City's One Stop Operator, the JCETP offers various employment training programs to City residents; and

WHEREAS, the City and JCETP desire to participate jointly in two employment training programs, the first related to JCETP clients obtaining commercial drivers' licenses ("CDL"), and the second involving JCETP clients painting City fire hydrants; and

WHEREAS, a City employee will provide CDL training to JCETP clients for the first program, and the City will supply the paint for the second program; and

WHEREAS, the City and the JCETP desire to enter into an agreement for these two employment training programs; and

WHEREAS, the term of the City's agreement with JCETP for these two programs will be effective as of June 7th, 2016 and terminate on June 6th, 2017.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Article 1
Purpose of Agreement

The purpose of this Agreement is for the City and the JCETP to participate jointly in two employment training programs, the first related to JCETP clients obtaining commercial drivers' licenses ("CDL"), and the second involving JCETP clients painting City fire hydrants

Article 2
Scope of Services

The City shall:

- 1) Supply the various paints and brushes
- 2) Provide CDL training to JCETP clients in order to obtain their CDL licenses.
- 3) Provide classroom training. There will be no more than six (6) students in a class. The total time of the classroom training will be approximately 140 – 160 hours. Classroom training shall be three (3) days a week not to exceed six (6) hours a day. The length of the classroom training shall be approximately 6 – 8 weeks.
- 4) Classroom accommodation
- 5) CDL Instructor
- 6) Truck

The JCETP shall:

- 1) Provide the labor for painting of City fire hydrants
- 2) Costs for permits necessary
- 3) Various fees
- 4) All administrative costs
- 5) Classroom training materials
- 6) Provide background checks for each client

Article 3
Term of Agreement

The term of this Agreement shall be **12 months** effective as **June 7, 2016 and ending June 6, 2017.**

Article 4
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heir, executors, legal representatives and assigns.

Article 5
Choice of Law

This Agreement shall be deemed to have made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

Article 6
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 7
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the School District. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound

thereby.

Article 8
Counter-Parts

This Agreement shall be executed in four (4) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 9
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 10
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

Article 11
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 12
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City
Business Administrator
City Hall-280 Grove Street
Jersey City, NJ 07302

JCEPT
Kathleen O'Malley or Kathleen White
398 MLK Jr. Drive, Jersey City, NJ 07305
551-256-9012

Article 13
Insurance

JCETP shall deliver, within 10 days of execution of the agreement to the City Risk Manager. A Certificate of Insurance naming the "City of Jersey City" as an additional insured for its general liability policy. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate; including products and completed coverage.
- b) Workers' compensation with NJ statutory limits an employer's liability in the amount of \$1,000,000.
- c) Automobile liability in the amount of \$1,000,000.00 combined single limit.

Article 14
Indemnification

JCETP shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, claim or expense of any kind whatsoever, including without limitation, reasonable attorney's fees and costs, which result from errors, omissions or negligent acts by JCETP, its officers, trustees, employees, and agents arising out of or in connection with the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Business Administrator

WITNESS:

JERSEY CITY EMPLOYMENT AND
TRAINING PROGRAM, INC.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.370
 Agenda No. 10.Z.23
 Approved: MAY 25 2016



TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND MERCHANDISE DRIVERS LOCAL 641, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFERUS, WAREHOUSEMEN AND HELPERS OF AMERICA

**COUNCIL
 RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, as a result of the dissolution of the Jersey City Incinerator Authority, eligible members of Merchandise Drivers Local No. 641 as of April 1, 2016 are employed in the Division of Neighborhood Improvement and Sanitation; and

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and Local No. 641 subject to ratification by the Municipal Council of the City of Jersey City; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve this attached Memorandum of Agreement covering the period of April 1, 2016 through December 31, 2018; and

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Local 641 is hereby approved.

VS/dc
 April 4, 2016

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 5-2-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-25-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA		ABSTAIN	
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND MERCHANDISE DRIVERS LOCAL 641, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFERUS, WAREHOUSEMEN AND HELPERS OF AMERICA

Initiator

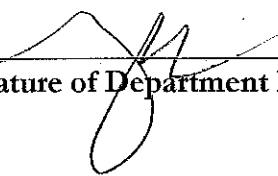
Department/Division	Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	4642	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorize Memorandum of Agreement with union representing former Jersey City Incinerator Authority members employed in Division of Neighborhood Improvement and Sanitation.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/6/16

Date

MEMORANDUM OF AGREEMENT

Between

Merchandise Drivers Local No. 641, affiliated with the
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

and

The City of Jersey City

The parties hereby agree to the following terms and conditions of employment for a new collective negotiations agreement. This MOA is being entered into by the Merchandise Drivers Local No. 641 ("Union") and the City of Jersey City (the "City" and, collectively, the "Parties") as a result of the dissolution of the Jersey City Incinerator Authority.

This MOA is subject to ratification by the membership of the Union and final approval by the Municipal Council of the City of Jersey City. This MOA is subject to the laws and regulations of the State of New Jersey, including but not limited to the Employer-Employee Relations Act and regulations promulgated pursuant thereto and New Jersey Civil Service.

This MOA adopts the collective negotiations agreement between the Union and the Jersey City Incinerator Authority for the period of July 1, 2012 through December 31, 2016 ("Agreement"), subject to the amendments set forth herein. The provisions of the Agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed. The amendments set forth in this MOA shall be effective as of April 1, 2016.

The City hereby recognizes the Union as the exclusive bargaining representative of all blue-collar employees as set forth in Article I and assigned to the Division of Neighborhood Improvement and Sanitation in the Department of Public Works of the Agreement and excluding those employees identified in Article I of the Agreement.

1. Duration

Article XXX (Duration) of the Agreement is hereby amended as follows. This MOA shall continue in full force and effect from April 1, 2016 through December 31, 2018. If the City and the Jersey City Public Employees, Inc., Local 245 enter into a new collective negotiations agreement whose term begins on or after January 1, 2015 and ends before December 31, 2018, the Parties may, but are not required to, commence negotiations for a new collective negotiations agreement prior to the expiration of this MOA.

2. Salaries

Article XI (Salaries) of the Agreement is hereby amended to provide that there will be no increases in salaries or wages for the duration of this MOA.

3. Vacations

The vacation time schedule set forth Article XIII (Vacations) of the Agreement shall remain the same for all current employees. Article XIII of the Agreement is hereby amended to provide that any new employee hired after April 1, 2016, will be entitled to vacation as set forth in Article 24 (Vacations) of the collective negotiations agreement between the City and the Jersey City Public Employees, Inc., Local 245 covering the period of July 1, 2011 through December 31, 2014 (the "DPW Contract"). Article XIII of the Agreement is further hereby amended to provide that there shall be no front paying of vacation time and that employees may only carry over to the next year one (1) year of vacation time plus any time earned in the current year.

4. Amount of Sick Leave

Article XIV (Sick Leave) of the Agreement is hereby amended to provide that, effective January 1, 2017, permanent employees will be provided with fifteen (15) days of sick leave in each calendar year and that the rate at which sick leave is accrued will be the same rate as set forth in Article 25 (Sick Leave) of the Local 245 Contract. All temporary employees shall be entitled to sick leave as set forth in Article 25 (Sick Leave) of the Local 245 Contract.

5. Life Insurance

Article XXI (Life Insurance) of the Agreement is hereby amended to provide that active employees will be provided with \$15,000 in life insurance benefits during their employment.

6. Funeral Leave

Article XVI (Funeral Leave) of the Agreement is hereby amended to provide that, in the event of a death in the immediate family, a full-time employee shall be granted up to four (4) calendar days of leave from the date of death with pay for funeral attendance and related purposes. "Immediate family" shall have the same meaning as set forth in Article 11 (Bereavement Leave) of the DPW Contract.

7. Pension

Article XVII (Retirement and Pension) of the Agreement is hereby amended to provide that all current employees shall remain participants in the Public Employees' Retirement System ("PERS"), except that any employees under the age of forty (40) who have no accrued service in PERS shall be eligible for participation in the Employees' Retirement System of Jersey City.

8. Sick Leave Accrual and Payouts

Article XIV (Sick Leave) of the Agreement is hereby amended to provide that all sick time accrued by employees as of the effective date of this MOA shall be carried over. Employees who have accumulated sick leave valued at fifteen thousand dollars (\$15,000) or more as of the effective date of this MOA may continue accruing sick time; however, in no event shall the City pay out more than fifteen thousand dollars (\$15,000) in accrued sick time to any employee, except that those employees who have accrued more than fifteen thousand (\$15,000) as of the date of this MOA may be paid out up to no more than the current value of their sick time. Employees who have accumulated sick leave valued at less than fifteen thousand dollars (\$15,000) as of the effective date of this MOA may continue accruing sick time up to a maximum amount of fifteen thousand dollars (\$15,000).

Article XVIII, Section 2, of the Agreement is hereby amended to provide that eligible employees upon retirement shall continue to receive eighty percent (80%) of pay for all accumulated sick leave with the current year of retirement paid on a prorated basis, but in no event shall the payment for accrued but unused sick leave exceed fifteen thousand dollars (\$15,000) except that those employees who have accrued more than fifteen thousand (\$15,000) as of the date of this MOA may be paid out up to no more than the current value of their sick time.

9. Health Insurance Benefits

Article XIX (Health Benefits), Article XX (Prescription Plan and Eye Glass Plan) and Article XXII (Dental Plan) of the Agreement is hereby amended to provide that health insurance benefits provided to employees shall be identical to those provided to Local 245 employees of the City.

10. Longevity

Article XXIV (Longevity) of the Agreement is hereby eliminated in its entirety. Employees shall no longer receive longevity pay as of the effective date of this MOA.

11. Personal Days

Article XXVII, Section 3, of the Agreement is hereby amended to provide that employees shall not be paid for accrued but unused personal days. Accrued but unused personal days may be carried over to the next year.

12. Seniority

Article XXV (Seniority) of the Agreement is hereby amended to provide employees shall be listed in the same order as they were on the effective date of this MOA as to each other. Although for all other purposes they shall be amended to reflect the date each employee was hired by the City.

13. Severance

Article XVIII, Section 2, of the Agreement is hereby further amended to provide that severance payments made at retirement shall be limited to the amount accrued as of September 3, 2015 and no additional amounts shall accrue.

14. References

Any and all references in the Agreement to the Jersey City Incinerator Authority and the Authority shall be replaced by the City of Jersey City. Any and all references in the Agreement to the Chief Executive Officer and the Board of Commissioners shall be replaced by the Business Administrator of the City of Jersey City.

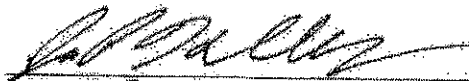
This Memorandum of Agreement constitutes the complete agreement of the Parties with respect to changes in the collective negotiations agreement reached between the Merchandise Drivers Local No. 641 and the Jersey City Incinerator Authority and adopted by the Parties as set forth herein.

For the City of Jersey City:



Name: Robert J. Kakoleski
Title: Business Administrator
Date: April 1, 2016

For Merchandise Drivers Local No. 641



Name: James P. Kilberry
Title: Recording Secretary
Date: 04-01-2016

Subject to approval by Municipal Council

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.371

Agenda No. 10.7.24

Approved: MAY 25 2016

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 592 OCEAN AVENUE, A/K/A BLOCK 23301, LOT 23, F/K/A BLOCK 2012, LOT 23

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on December 29, 1994, Charles Thomas and Jolandra Ricks (Borrowers) executed an Affordable Housing Agreement (Agreement) with the New Jersey Department of Community Affairs (DCA) in connection with the purchase of the property located at 592 Ocean Avenue, a/k/a Block 23301, Lot 23, f/k/a Block 2012, Lot 23; and

WHEREAS the Agreement was secured by a Repayment Mortgage and Note between the Borrowers and the City of Jersey City (City), which was recorded with the Hudson County Register on January 6, 1995 in Book 5596, Page 145; and

WHEREAS, the Mortgage provided for repayment to the City of 95% of the price differential when the property is sold to a fair market buyer after the affordability period ends; and

WHEREAS, the affordability period under the agreement was ten (10) years; and

WHEREAS, on March 15, 2012, the borrowers sold the property and at the time of closing paid the City \$42,687.30, which represented 95% of the price differential under the Mortgage; and

WHEREAS, the mortgage affects property known as 592 Ocean avenue, Jersey City, a/k/a Block 23301, Lot 23, f/k/a Block 2012, Lot 23; and

WHEREAS, according to the Division of Community Development, the Borrowers have paid off the loan in full and have satisfied the terms and conditions of the Repayment Mortgage and Note, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$42,687.30 affecting 592 Ocean Avenue, Jersey City, also known as a/k/a Block 23301, Lot 23, f/k/a Block 2012, Lot 23.

JLB/he
5/20/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage affecting 592 Ocean Avenue, A.K.A. Block 23301, Lot 23 and F.K.A. Block 2012, Lot 00023.

Initiator

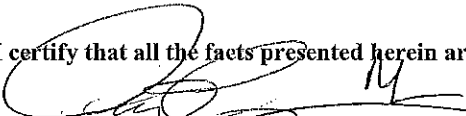
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of City's mortgage, paid the reimbursement check in the amount of \$42,687.30.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/5/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.372
 Agenda No. 10.Z.25
 Approved: MAY 25 2016
 TITLE:



A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GIFT OF \$8,135.98 FROM SIMS METAL MANAGEMENT TO PURCHASE NEW PORTABLE METAL BLEACHERS

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of the City's governing body; and

WHEREAS, on May 15, 2016, Sims Metal Management donated eight thousand, one hundred thirty-five dollars and ninety-eight cents (\$8,135.98) to Jersey City so that the City could purchase new, portable metal bleachers for outdoor sporting events; and

WHEREAS, the City is desirous of accepting this gift.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City hereby accepts the donation from Sims Metal Management the amount of eight thousand, one hundred thirty-five dollars and ninety-eight cents (\$8,135.98) so that the City could purchase portable metal bleachers for outdoor sporting events.
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution.
3. Once the bleachers are purchased, the City's Chief Engineer or his designee will inspect the bleachers for safety.
4. The City of Jersey City hereby thanks Sims Metal Management for its generosity, and the Jersey City Soccer Association for its assistance in securing this gift.

JJH/he
5/23/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.373

Agenda No. 10.Z.26

Approved: MAY 25 2016

TITLE:



A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO ALLOW THE CITY TO MANAGE CERTAIN VACANT LOTS OWNED BY THE JERSEY CITY REDEVELOPMENT AGENCY AS PART OF THE CITY'S ADOPT-A-LOT PROGRAM

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Redevelopment Agency ("the Agency") was established by the adoption of City Ordinance August 16, 1949 and codified as Sec. 2-293 of the City Code under authority of N.J.S.A. 40:55C-6; and

WHEREAS, it is the Agency's responsibility to carry out the intent of the City's many and varied Redevelopment Plans; and

WHEREAS, the Agency currently owns several vacant, unimproved lots which are a blight upon the neighborhoods in which they exist and which are identified in Exhibit A attached hereto; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

WHEREAS, the City adopted Ordinance 96-123, subsequently amended by Ordinances 01-109 and 11-019, which authorized the establishment of an "Adopt-a-Lot" Program; and

WHEREAS, the Adopt-a-Lot Program is administered through the City's Departments of Health & Human Services and Department of Public Works; and

WHEREAS, the Agency's vacant, unimproved lots are suitable for inclusion into the City's Adopt-a-Lot Program; and

WHEREAS, the Agency does not receive any funds from the City and the Agency does not have the personnel or resources to maintain or manage an Adopt-a-Lot program of its own; and

WHEREAS, it is in the best interests of both the City and the Agency that they enter into a Cooperation Agreement whereby the City will manage and oversee the Agency's vacant lots as part of the City's Adopt-a-Lot Program; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements between a municipality and its redevelopment agency; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

City Clerk File No. Res. 16.373
Agenda No. 10.7.26 MAY 25 2016

TITLE:

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO ALLOW THE CITY TO MANAGE CERTAIN VACANT LOTS OWNED BY THE JERSEY CITY REDEVELOPMENT AGENCY AS PART OF THE CITY'S ADOPT-A-LOT PROGRAM

- 1.) A Cooperation Agreement with the Jersey City Redevelopment Agency, which shall allow the City to enter upon JCRA-owned vacant lots identified in Exhibit A which is attached hereto, to manage the lots as part of the City's Adopt-a-Lot Program, and
- 2.) The agreement shall be in substantially in the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

JJH 5/18/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

COOPERATION AGREEMENT

**BETWEEN THE
CITY OF JERSEY CITY**

AND

**THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA)
TO MANAGE VACANT LOTS OWNED BY THE JCRA AND SUITABLE FOR
INCLUSION INTO THE JERSEY CITY ADOPT-A-LOT PROGRAM**

It is on this 25th day of MAY 2016, agreed by and between the **CITY OF JERSEY CITY** (the "City"), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey and the **JERSEY CITY REDEVELOPMENT AGENCY** (the "Agency"), a public corporation of the State of New Jersey with offices at 66 York Street, Jersey City, NJ.

RECITALS

WHEREAS, the Jersey City Redevelopment Agency was established by the adoption of City Ordinance August 16, 1949 and codified as Sec. 2-293 of the City Code under authority of N.J.S.A. 40:55C-6; and

WHEREAS, it is the Agency's responsibility to carry out the intent of the City's many and varied Redevelopment Plans; and

WHEREAS, the Agency does not receive any administrative monies from the City of Jersey City in order to implement the City's redevelopment plans; and

WHEREAS, the Agency owns several vacant and unimproved lots throughout the City that would be suitable for inclusion into the City's Adopt-A-Lot Program; and

WHEREAS, the City is cognizant of the fact that the Agency does not have the resources or equipment to properly manage and oversee it's own Adopt-A-Lot Program; and

WHEREAS, it is in the best interests of the City that the vacant and unimproved lots owned by the Agency be managed by the City as part of the City's Adopt-A-Lot Program.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

PURPOSE OF AGREEMENT

The purpose of this Agreement is for the City to allow the vacant and unimproved lots owned by the Agency to be managed by the City as part of the City's Adopt-A-Lot Program. The City will provide the same level of oversight and management for the Agency's lots as it does for the City-owned lots which are part of the Adopt-A-Lot Program. The addresses of the lots are set forth in Exhibit A which is attached hereto.

TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year. The term shall automatically renew for up to five (5) additional, one (1) year terms, unless this Agreement is terminated by either party as provided below.

CONTRACTUAL RELATIONSHIP

The City, in providing the above named services to the Agency, understands that the Agency shall not be surrendering title to these lots, rather the City will be managing them as part of the City's Adopt-A-Lot Program. The Agency will be designating a community non-profit organization to operate the lot pursuant to a lease and the City will provide oversight and management over the non-profit's activities. In addition, nothing in this Agreement shall alter the status of the Agency as an autonomous entity, not an agent, department or division of the City.

HOLD HARMLESS AND INDEMNIFICATION

The Agency further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit arising from the City's management of the lots. If so directed, the Agency shall, at no cost or expense to the City, defend against such claims, in which event the Agency shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Agency's liability under this Cooperation Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

CHOICE OF LAW

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws in the State of New Jersey.

TERMINATION

This Agreement shall become effective on the date appearing above and shall continue thereafter until terminated in whole or in part, at any time, for any or no reason, by either party upon thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

ATTEST:

JERSEY CITY REDEVELOPMENT
AGENCY

David P. Donnelly
Executive Director

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 16.374

Agenda No. 10-Z-27

Approved: MAY 25 2016



TITLE: **RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) TO ENABLE THE CITY TO OPERATE BERRY LANE PARK**

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Redevelopment Agency (JCRA) was established by the adoption of City Ordinance of August 16, 1949, and codified as Sec. 2-293 of the City of Jersey City (City) Municipal Code under authority of N.J.S.A. 40:55C-6; and

WHEREAS, it is the JCRA's responsibility to carry out the intent of the City's many and varied Redevelopment Plans; and

WHEREAS, the JCRA is currently overseeing the remediation and redevelopment of certain property described by Block and the Lot in Exhibit A attached hereto and more commonly known as Berry Lane Park; and

WHEREAS, much of the work taking place at this site is nearing completion and the site needs to open as a park available to be enjoyed by members of the public; and

WHEREAS, the JCRA does not receive any administrative monies from the City and does not have the personnel or resources to maintain or manage a public park; and

WHEREAS, it is in the best interest of the City that it enter into a license agreement whereby the City agrees to maintain, manage and operate Berry Lane Park while the JCRA retains control over the site until all remaining work and punch-list items are complete; and

WHEREAS, in order for the City to provide these services, it is necessary for the City and the JCRA to enter into a license agreement giving the City power to maintain, manage and operate Berry Lane Park irrespective of ownership; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o), authorize such agreements between a municipality and its redevelopment agency; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a License Agreement with the Jersey City Redevelopment Agency, which shall enable the City to enter upon Berry Lane Park and manage the property as a Park.
2. The agreement shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel may deem necessary or appropriate.
3. The term shall be for one (1) year with up to two (2) additional, one (1) year automatic renewals.

JH/he
5/23/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LICENSE AGREEMENT

This AGREEMENT is made this 25th day of MAY, 2015, between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City] and JERSEY CITY REDEVELOPMENT AGENCY, with offices at 66 York Street, Jersey City, New Jersey [Agency].

WITNESSETH that:

1. The Agency is the owner of certain lots located within Blocks 18901 and 19803 more commonly known by the street address of Berry Lane Park [Property], and more particularly described by the Block and Lots listed in Exhibit A attached hereto along with a map of the Property.
2. The Agency has a temporary need to allow the City to operate and manage the Property as Berry Lane Park.
3. This License shall commence on May 25, 2016 and shall expire no later than one (1) year thereafter with the option of two (2) additional, and automatic one (1) year renewal terms.
4. The Agency agrees to permit the City or its duly designated agents, servants, employees, contractors or invitees, to enter onto the Property for the purposes set forth above of and for no other purpose whatsoever.
5. No permanent improvements or equipment shall be used or permitted to be placed on the property, without the prior written approval of the Agency.
6. The Agency shall pay to the City a fee equal to the sum of \$1.00 payable on May 31, 2016 for this License commencing on the date this agreement is executed. This fee does not constitute rent or fair market value.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with City's management of the Property, shall be reported to the Agency immediately.
8. The City shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the Property, at no cost to the Agency.

9. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

City: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

with a copy to the Director Public Works

Agency: Jersey City Redevelopment Agency
Executive Director
66 York Street
Jersey City, New Jersey 07302

10. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

11. The City shall not assign this Agreement, or any part thereof, or occupy the Property for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

12. The Parties reserve the right to terminate the agreement at will upon ten (10) days prior written notice to Licensor.

13. All of the above terms and conditions shall be binding on City, the Agency and all other parties for which the Property is herein licensed. Either party reserves the right to terminate the License at any time during the term hereof for good cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to each other.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

JERSEY CITY REDEVELOPMENT
AGENCY

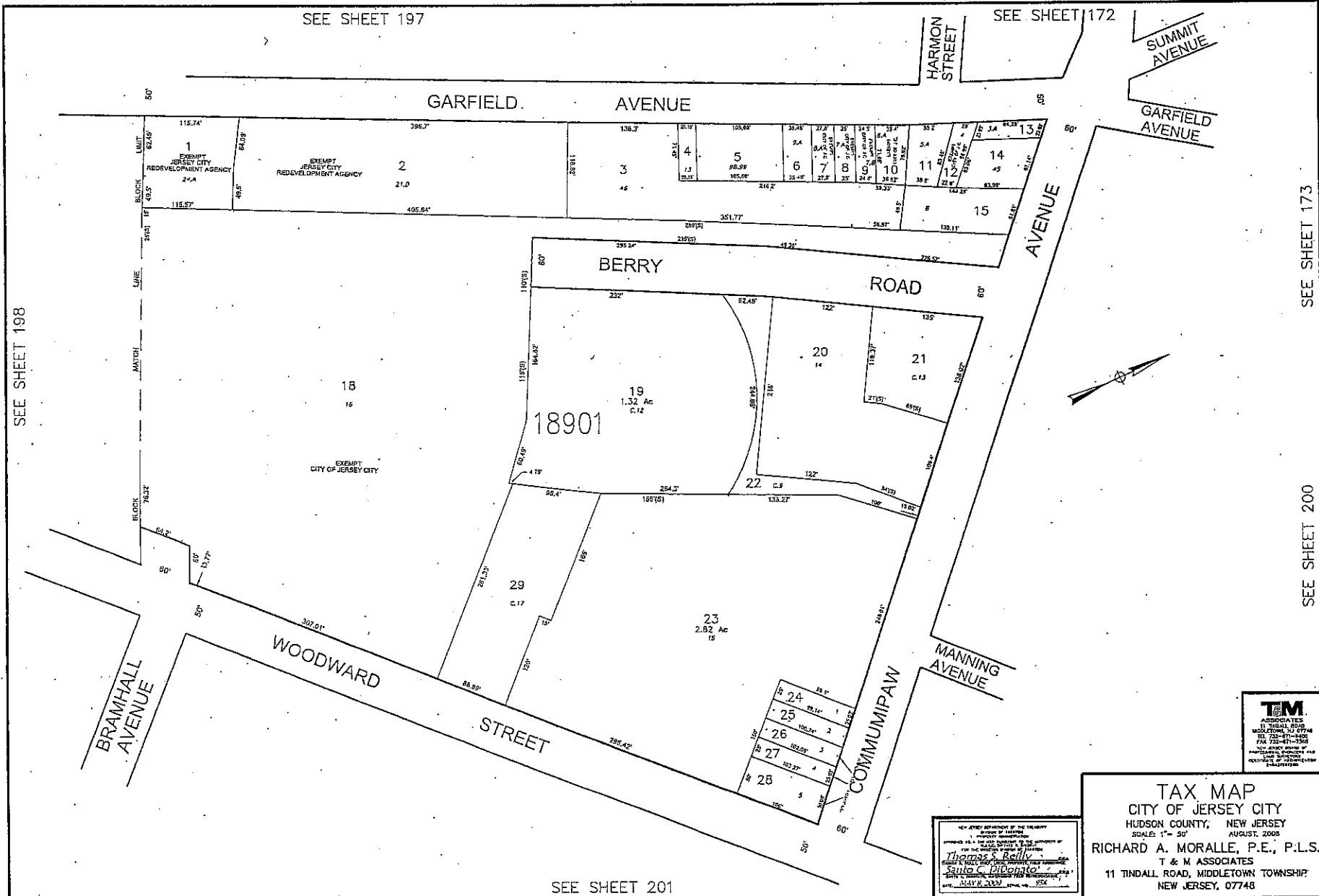
David P. Donnelly
Executive Director

EXHIBIT A

Berry Lane Park
 Prop. Listing
 5/19/2016

Municipalit Block	Lot	Qual	Property Location	Property Class	Owner's Name
906	18901	1	990 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT
906	18901	2	1000 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPEMT AGENCY
906	18901	7	1054 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	8	1056 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	9	1058 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	10	1060 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	12	1068 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	18	1 BERRY ROAD	15C	CITY OF JERSEY CITY
906	19803	1	984 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	19803	3	75 WOODWARD ST.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	4	65 WOODWARD ST.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	5	WOODWARD ST	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	8	942 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	9	944 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	10	946 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	11	948 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	12	960-958 GARFIELD AVE	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	13	964 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	14	966 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	15	968 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	19803	16	970 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	19803	17	972 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	19803	18	976 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	19803	19	978 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	19803	20	980 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	19803	21	INSIDE GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	18901	1	990 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT
906	18901	2	1000 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPEMT AGENCY
906	18901	7	1054 GARFIELD AVE.	15C	CITY OF JERSEY CITY

906	18901	8	1056 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	9	1058 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	10	1060 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	12	1068 GARFIELD AVE.	15C	CITY OF JERSEY CITY
906	18901	18	1 BERRY ROAD	15C	CITY OF JERSEY CITY
906	21501	1.01	163 HALLADAY STREET	15C	JERSEY CITY SEWERAGE AUTHORITY
906	21501	16	2 DAKOTA ST.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	21501	17	70 CARTERET AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	21501	18	880 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY
906	21501	19	884 GARFIELD AVE.	15C	JERSEY CITY REDEVELOPMENT AGENCY



T&M
 ASSOCIATES
 11 TINDALL ROAD
 MIDDLETOWN, NJ 07748
 TEL: 732-811-1800
 FAX: 732-811-1300
 WWW: WWW.TM-ASSOCIATES.COM

TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1" = 50'
 AUGUST, 2008
 RICHARD A. MORALLE, P.E., P.L.S.
 T & M ASSOCIATES
 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
 NEW JERSEY, 07748

NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF REVENUE
 APPROVED AS A TRUE AND CORRECT COPY OF THE ORIGINAL
 AND THE ORIGINAL IS ON FILE IN THE OFFICE OF THE CLERK OF THE
 COUNTY OF HUDSON COUNTY, NEW JERSEY.
Thomas S. Reilly
 COUNTY CLERK
 1100 N. 10TH STREET, 3RD FLOOR
 NEWARK, NJ 07102-4202
 DATE: MAY 8, 2008

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.375
 Agenda No. 10.Z.28
 Approved: MAY 25 2016
 TITLE:



A RESOLUTION ESTABLISHING A SISTER-CITY AGREEMENT WITH PALATKA, FLORIDA

COUNCIL AS A WHOLE offered and moved for adoption of the following resolution:

WHEREAS, the City of Palatka, located in Putnam County Florida, is situated on the lower portion of the St. Johns River basin and is known as the "Gem City of St. Johns"; and

WHEREAS, the City of Palatka was first established as a trading post in 1821, and is now home to 10,483 residents, as well as St. Johns River State College, and the Ravine Gardens State Park; and

WHEREAS, the City of Palatka is rich in cultural history, and is famous for the annual Blue Crab Festival, as well as the annual Florida Azalea Festival; and

WHEREAS, the City of Palatka has actively worked to preserve its history, particularly its rich heritage in the railroad industry. The Palatka Railroad Preservation Society was created in 1993 for the preservation of the City's railroad history, and that of the surrounding communities; and

WHEREAS, coupled with its interest in preserving its heritage, the City of Palatka launched a successful mural program in early 1998 administered by the Conlee-Snyder Mural Committee, which depicts the cultural diversity and natural landscape of the City, and instills pride in its local citizens; and

WHEREAS, the City of Jersey City, cognizant of all the great things that are happening in the City of Palatka, wishes to establish a Sister-City relationship with Palatka, Florida.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Jersey City does hereby establish a Sister-City agreement with Palatka, Florida, and looks forward to many years of cultural, educational, governmental and recreational exchange.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-25-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.376

Agenda No. 10.Z.29

Approved: MAY 25 2016



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SECOND STREET FROM MANILA AVENUE TO ERIE STREET AND TOWN SQUARE PLACE BEGINNING 7:00 A.M. AND ENDING AT NOON SUNDAY, MAY 29, 2016 AT THE REQUEST OF THE FILIPINO AMERICAN TRIATHLON CLUB FOR THE PURPOSE OF SANTACRUZAN FIL-AM 5K AND THE MANILA AVENUE MILE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Filipino American Triathlon Club to close Second Street from Manila Avenue to Erie Street and Town Square Place beginning 7:00 a.m. and ending at Noon Sunday, May 29, 2016 for the purpose of Santacruzian Fil-Am 5K and the Manila Avenue Mile; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close Second Street and Town Square Place does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2), 296-73(D) and 122-8(A)(C) as more than one block at a time will be closed, the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Second Street from Manila Avenue to Erie Street and Town Square Place beginning 7:00 a.m. and ending at Noon Sunday, May 29, 2016.

APPROVED: _____
 Director of Traffic & Transportation

APPROVED: _____
 Municipal Engineer

APPROVED: _____
 Business Administrator

JDS:pc1
 (05.09.16)

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SECOND STREET FROM MANILA AVENUE TO ERIE STREET AND TOWN SQUARE PLACE BEGINNING 7:00 A.M. AND ENDING AT NOON SUNDAY, MAY 29, 2016 AT THE REQUEST OF THE FILIPINO AMERICAN TRIATHLON CLUB FOR THE PURPOSE OF SANTACRUZAN FIL-AM 5K AND THE MANILA AVENUE MILE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Arland Macasieb on behalf of the Filipino American Triathlon Club, 21 Hoister Rd., Clifton NJ 973.713.8053	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

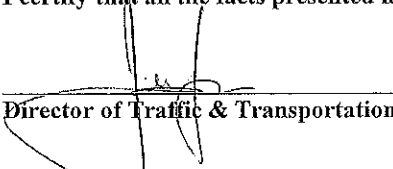
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF SECOND STREET FROM MANILA AVENUE TO ERIE STREET AND TOWN SQUARE PLACE BEGINNING 7:00 A.M. AND ENDING AT NOON SUNDAY, MAY 29, 2016 FOR THE PURPOSE OF SANTACRUZAN FIL-AM 5K AND THE MANILA AVENUE MILE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

5/10/16

Date

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Second St from Manila Ave to Erie St
Town Sq Pl

PURPOSE OF EVENT: Santacruzán Fil-Am 5K and the Manila Avenue Mile

BEGINS: 7AM ENDS: Noon Sunday, May 29, 2016

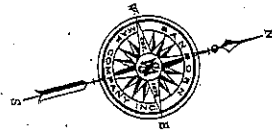
APPLICANT: Arland Macasieb

ORGANIZATION: Filipino American Triathlon Club

ADDRESS: 21 Holster Rd, Clifton NJ 07013

PHONE #: 973.713.8053

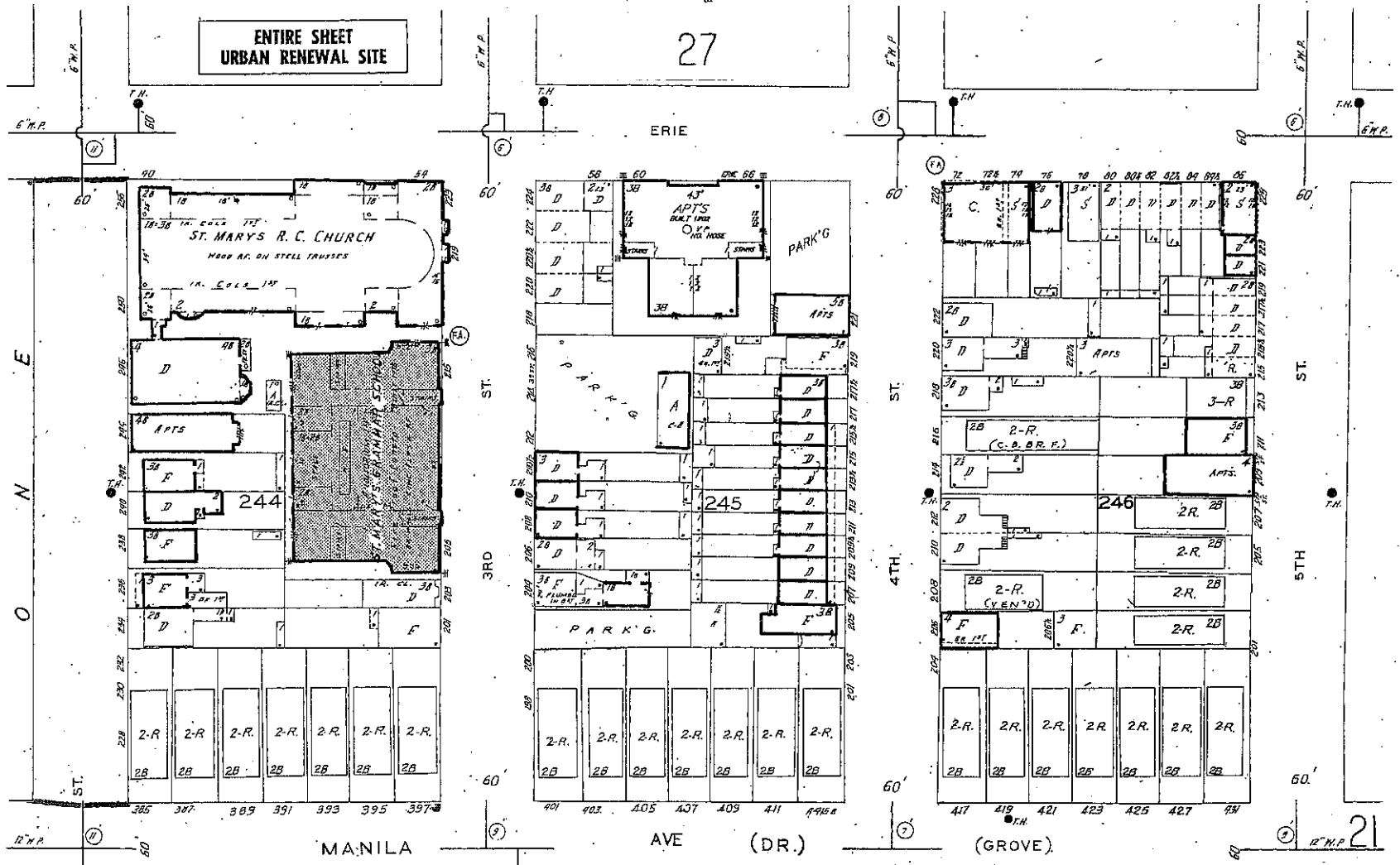
BEING WAIVED: More than one block at a time closed, nonresident, start time



ENTIRE SHEET
URBAN RENEWAL SITE

27

ERIE

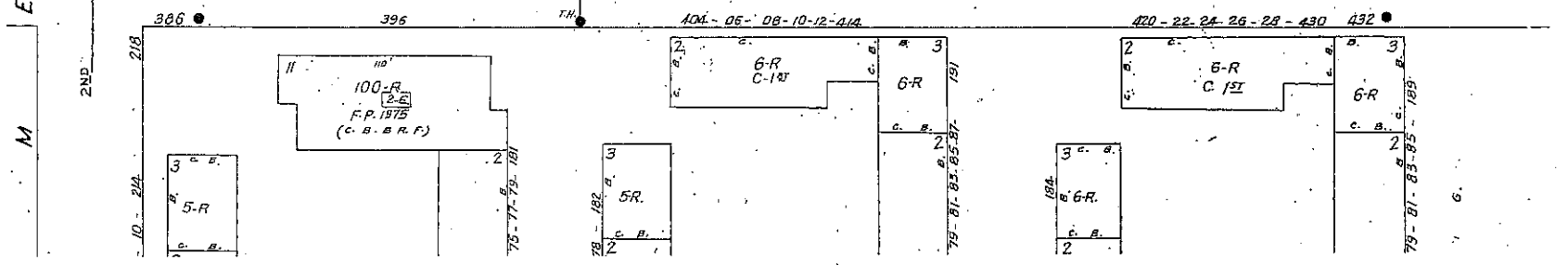


MANILA

AVE (DR.)

(GROVE)

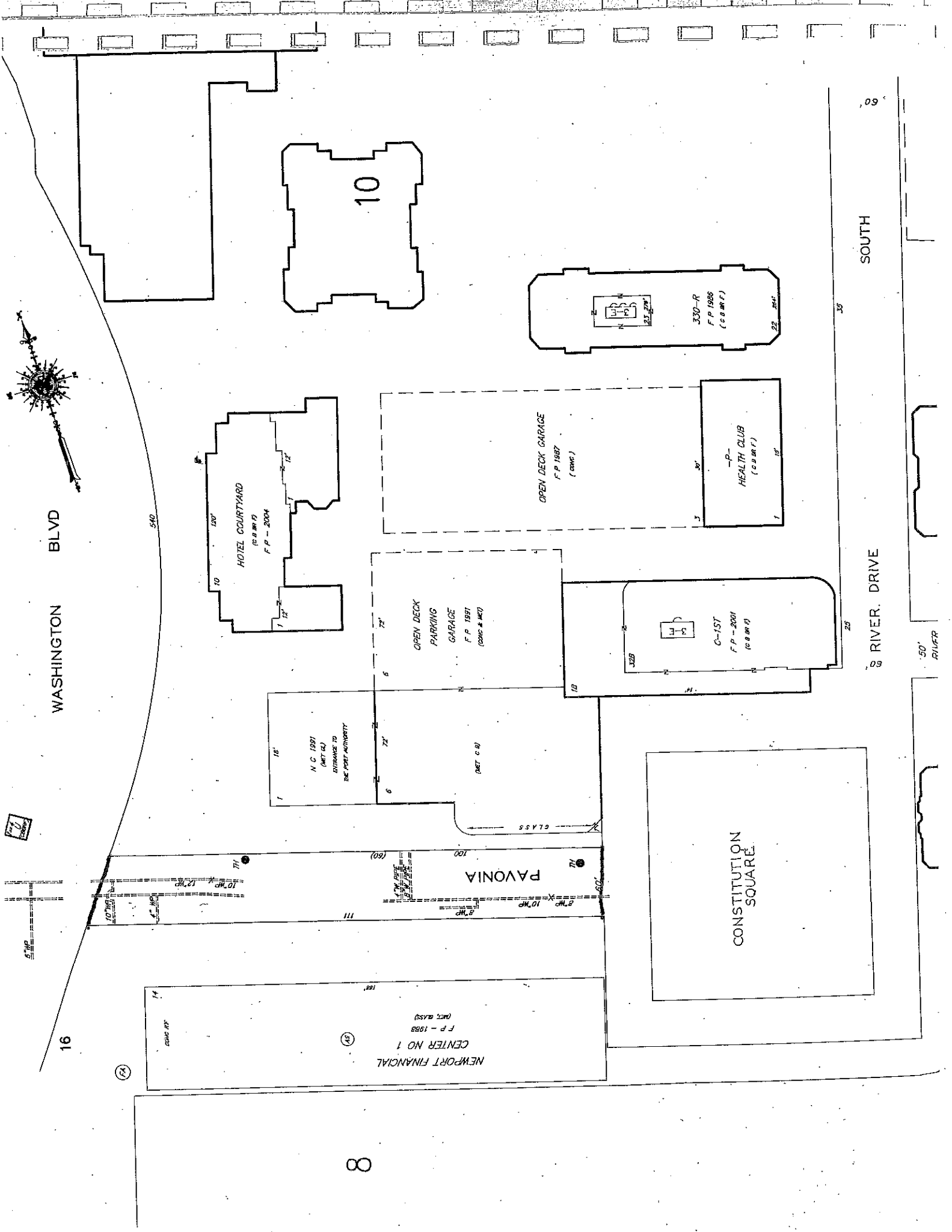
21



2ND ST.

M

6.



WASHINGTON BLVD

SOUTH

RIVER DRIVE

50' RIVER

10

HOTEL COURTYARD
(C.B.M.F.)
F.P. - 2004

OPEN DECK GARAGE
F.P. 1987
(CONC.)

HEALTH CLUB
(C.B.M.F.)

OPEN DECK
PARKING
GARAGE
F.P. 1991
(CONC. & MET)

C-137
F.P. - 2001
(C.B.M.F.)

N.C. 1991
(MET. CL.)
ENTRANCE TO
THE PORT AUTHORITY

PAVONIA

CONSTITUTION
SQUARE

NEWPORT FINANCIAL
CENTER NO 1
F.P. - 1988
(MET. GLASS)



16

12

8

35

25

540

150'

12'

7'

72'

6'

10'

325'

30'

15'

18'

72'

6'

10'

325'

30'

15'

10'

12'

10'

10'

12'

111

(60)

100

10'

10'

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10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

14'

18'

145'

45'

60'

60'

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.377
 Agenda No. 10.Z.30
 Approved: MAY 25 2016



TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION FOR THE PROVISION OF FOOD SERVICES AT VARIOUS RECREATION FACILITIES

COUNCIL OFFERED AND MOVED
 ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City wishes to procure a provider or providers of food services at various Recreation Department facilities, including Berry Lane Park, Caven Point recreation complex, the Lafayette Pool and Aquatics Center, the Pavonia Avenue Pool, and the Jersey City Armory; and

WHEREAS, the City intends to use competitive contracting to award these contracts; and

WHEREAS, N.J.S.A. 11-2(47) defines a "concession" as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit;" and

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award contracts to contractors for "concessions"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- (1) the above recitals are incorporated herein by reference;
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a concession contract to a contractor or contractors for the provision of food services at various Recreation Department facilities for a term not to exceed five (5) years.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.25.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
				OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk