

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

City Clerk File No. Res. 19-026

Agenda No. 10.A

Approved: JAN 24 2019

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 2019 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 2019 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 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$211,766,433.**

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:

DESCRIPTION:	ACCOUNT:	FROM:	TO:
JC Non-Contributory Pension	36-475	\$0.00	\$220,000
Pensioned Employees	36-476	\$0.00	\$50,000
Payment to Widows & Depend.	36-477	\$0.00	\$779
Tax Overpayments	46-885	\$725,000	\$1,800,000
Comprehensive Traffic Safety	GRANT	\$0.00	\$28,440
Safe and Secure Communities	GRANT	\$0.00	\$200,000
Recycling Tonnage 2016	GRANT	\$0.00	\$423,248
Drunk Driving Enforcement Fund	GRANT	\$0.00	\$11,732
<b>TOTAL INCREASE:</b>			<b>\$2,009,199</b>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2019 Municipal Budget.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												1.24.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	✓				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓				
BOGGIANO	✓			ROBINSON	✓			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 EMERGENCY TEMPORARY APPROPRIATION

**Initiator**

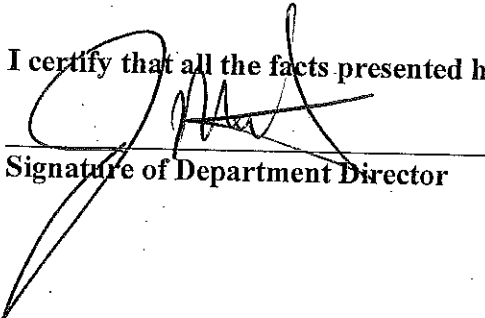
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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 OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANTS RECEIVED.

I certify that all the facts presented herein are accurate

  
Signature of Department Director

Date

1/15/2019

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

City Clerk File No. Res. 19-027

Agenda No. 10.B

Approved: JAN 24 2019



TITLE:

**RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES FOR THE CITY OF JERSEY CITY TO ESTABLISH A DEDICATED TRUST BY RIDER FOR AN EMPLOYER PAYROLL TAX**

**COUNCIL**

**offered and moved adoption**

**of the following resolution:**

**WHEREAS**, permission is required from the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

**WHEREAS**, N.J.S.A. 40:48C-14 et seq provides for the collection of an Employer Payroll Tax by a municipality; and

**WHEREAS**, as per City Ordinance 18-133, adopted on November 28, 2018, the Chief Financial Officer shall create a trust fund to be used exclusively for school purposes and all revenues collected by the City from the Employer Payroll Tax shall be deposited into this trust fund; and

**WHEREAS**, N.J.S.A. 40A:4-39 provides that the dedicated revenues anticipated from the Employer Payroll Tax Trust Fund are anticipated as revenue and are appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey, County of Hudson as follows:

1. The Municipal Council does hereby request the permission of the Director of the Division of Local Government Services to pay Employer Payroll Tax revenues in the Employer Payroll Tax Trust Fund to the Treasurer of School Monies as stated in §304-19.1 of City Ordinance 18-133, adopted on November 28, 2018.
2. The City Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

APPROVED: *Romana Noyes, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]*  
Romana R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

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**Full Title of Ordinance/Resolution**

**RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES FOR THE CITY OF JERSEY CITY TO ESTABLISH A DEDICATED TRUST BY RIDER FOR AN EMPLOYER PAYROLL TAX**

**Initiator**

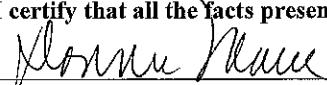
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

**Resolution Purpose**

To request permission from the Director of the Division of Local Government Services to establish a dedicated trust fund account for the Employer Payroll Tax.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/14/19  
Date

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

City Clerk File No. Res. 19-028

Agenda No. 10.C

Approved: JAN 24 2019

TITLE:



**RESOLUTION APPOINTING STEPHANIE SANTANA CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF ACCOUNTS AND CONTROL**

**COUNCIL OFFERED AND MOVED Adoption of the following resolution:**

**WHEREAS**, Theresa Marie Viola was custodian of the Division of Accounts & Control Petty Cash Fund; and

**WHEREAS**, in accordance with N.J.S.A. 40:5-21, the City of Jersey City, of Hudson County is changing custodians to Stephanie Santana; and

**WHEREAS**, Stephanie Santana is bonded in the amount of \$1,000.00 by virtue of a surety bond.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council, of the City of Jersey City, County of Hudson County, hereby authorizes such action and that two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

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**Full Title of Ordinance/Resolution**

RESOLUTION APPOINTING STEPHANIE SANTANA CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF ACCOUNTS AND CONTROL

**Initiator**

Department/Division	Administration	Accounts & Control
Name/Title	Donna Mauer	CFO
Phone/email	201-547-5042	donnam@jcnj.org

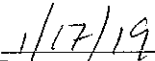
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This resolution is to update the change in custodian of petty cash from Theresa Marie Viola to Stephanie Santana for Accounts & Control.

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. 19-029

Agenda No. 10.D

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVMENT CHARGES AND CREDITS OF \$10.00 OR LESS FOT THE TAX YEAR 2018 AND PRIOR YEARS**

**COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, various tax balances and credits for the year 2018 and prior years appears on the Tax Collector's records as of December 31, 2018 and

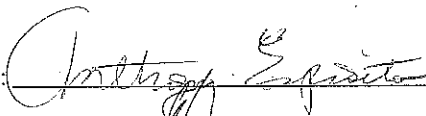
**WHEREAS**, bookkeeping and maintenance of such balances have become too costly for the City of Jersey City; and

**WHEREAS**, a list of these subject properties with such balances is maintained by the Tax Collector and could be verified for this purpose; and

**WHEREAS**, the Tax Collector deems that it is in the best interest of the City of Jersey City that these balances be canceled from accounting ledger files;

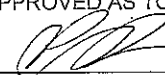
**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that an authorization to cancel these balances be and is hereby granted.

**SEE ATTACHED SCHEDULE**

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

  
\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

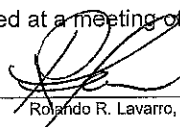
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

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**Initiator**

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

**Resolution Purpose**

To clean tax accounts up with balances and credits under \$10.00.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1/16/19  
\_\_\_\_\_  
Date



JAN 24 2019

Debits

Account No.	Block	Block Sfx	Lot	Lot Sfx	Qualifier	Owner Name	Year	Qtr	Debit balance
13532	7103		4			BHAVAN HOLDINGS, LLC	2018	4	0.10
17244	11403		19			BROSOS SEVEN CORP.INC.	2018	4	3.06
23432	11401		5			FLEET NATIONAL BANK % BURR WOLFF LP	2018	4	6.71
23622	11401		18			THOMAS J. NESGODA, TRUSTEE	2018	4	5.68
23812	11114		2			TRUSTER, JON & TUYET	2018	4	1.10
24281	11109		4			GONZALES,VIRTUDES	2018	4	0.02
24836	11205		41			PEREZ,GILBERTO& ENG POI,VANESSA	2018	3	6.98
25379	11204		18			SHALOM, ITAI BEN	2018	3	0.04
30205	11108		44			BANKERS TRUST	2018	1	9.75
30205	11108		44			BANKERS TRUST	2018	2	9.75
32276	10006		13			RICHARDSON, JASON	2018	4	0.01
37333	11101		10			ROMANIELLO, AGNELLO & VICTORIA	2018	4	0.01
38208	11208		12			MARTIN, CYNDEE	2018	4	9.93
38604	11201		3			OFRANE, ETAN & REBECCA	2018	3	0.11
40634	8601		1			MOSELLO REALTY CORP.%FRAN M. PARKER	2018	4	0.10
45773	8503		22			ZIRNIS, PETER & MEYER, JENNIFER	2018	4	0.01
46110	8503		6			APOLITO, ANTHONY & REGINA	2018	3	2.00
47811	12603		4			PIE PROPERTIES 81, LLC	2018	4	2.74
50070	11007		10			KRZYZANOWSKI, HENRYKA	2018	4	0.84
51193	6902		14			CONSOLIDATED RAIL	2018	4	0.26
53264	9704		20			ROGOW, GEOFFREY & MCCAFFERY, ERIN	2018	4	0.37
55723	9605		1			115 & 125 MAGNOLIA AVE., LLC	2018	4	0.19
56549	8001		9			RUSHIN REALTY, L.L.C.	2018	4	0.11
56853	8101		36			KHELLY REALTY, L.L.C.	2018	4	0.01
69062	9403		3			MIR, SABIH U.& TAHIRA S.	2018	4	0.03
69534	7902		11			FACE 8, LLC	2018	4	3.95
69591	7902		5			MONTELEONE HOLDING CO., LLC	2018	4	0.01
69666	7902		62			64 COTTAGE LLC.	2018	4	0.01
70268	9402		8			775 NEWARK. LLC	2018	4	0.48
70300	9402		6			GREAT MID ATLANTIC RLTY.CORP.	2018	4	2.42
70573	7804		11			MIKLAS, JOHN	2018	4	9.00
71399	7604		8			TOPPS HOLDINGS, LLC	2018	4	0.42
71498	7605		5			1000 NEWARK AVENUE REALTY, LLC	2018	4	0.02
71688	7601		1			1000 NEWARK AVENUE REALTY, LLC	2018	4	0.03
75630	6202		12		HM	VARGAS,JULIO & IDA E.	2018	4	0.56
76950	5502		6			RAVVA, VENKATA & BHARDWAI, NEHA	2018	3	0.44

79400	5804	29	SCARDEE CONSTRUCTION, INC.	2018	3	4.00
83790	5201	19	SAYRE AVE. ENTERP. %SUPRIMO FOOD MK	2018	4	0.25
84467	4905	14	CAVIANO, MICHAEL & DOLORES POE	2018	2	0.65
84590	4401	5	STOLZ, JOSEPH ; RUTH & NEIL	2018	4	1.06
85431	5003	2	SAYRE AVE. ENTERP. %SUPRIMO FOOD MK	2018	4	1.85
85597	4402	39	82 FERRY LLC.	2018	4	0.01
89896	3901	9	CALABRIA BLDG.INC.	2018	4	2.56
91884	3802	8	SISON, JOSE E. & EMILIA	2018	3	0.08
93245	3902	38	HADDAD, SAMIA	2018	3	0.02
93625	2901	31	ROSEN INVESTMENTS,LLC.%SOVEREIGN B.	2018	4	0.17
95810	3001	5	OLDAN, JORGE A & RAQUEL	2018	4	2.68
96263	2201	25	105 SOUTH ST. LLC.	2018	2	0.01
96354	2201	10	CAMPOS, JOSE L. & GELSOMINA	2018	3	0.10
96461	2201	21	THE WINS PROPERTY, LLC	2018	4	2.77
97717	2301	15	S.L.P.C. CORPORATION	2018	3	0.84
99549	2401	29	ARCILLA, RONCEVAL & LEONISA C.	2018	4	1.82
101303	2204	4	JRG GROUP LLC	2018	4	0.01
101949	2303	17	AVILES, FLOR M.	2018	4	0.33
103259	1601	37	SCARDINO, VINCENT & ANGELINA	2018	3	0.69
105569	1705	10	HERRERA, OSCAR & AMPARO	2018	4	0.98
106559	1703	11	MARMORA, MARIA PIA	2018	3	0.01
106674	1703	23	CHUNG, PAUL & PHILOMENA	2018	3	0.10
106708	1703	26	RAVENNATI, FRANCO & JOAN	2018	2	0.03
106997	1701	12	MORAN, ARMANDO & ANA	2018	1	0.90
109629	804	12	IRVING STREET COMMONS LLC	2018	4	0.53
109876	1505	30	503 CENTRAL AVENUE LLC	2018	4	0.01
110338	1504	29	R.A.Y. REALTY, L.L.C.	2018	4	0.10
110866	1506	38	BORACCHIA, STEPHEN	2018	4	0.25
112961	2804	31	HJ& P ENTERPRISES LLC	2018	3	0.01
113035	2804	11	SMITH, ANCY B.	2018	4	0.10
113951	2802	31	345 CENTRAL AVE.,LLC	2018	4	0.01
114264	2802	33	SCHNAARS HOLDINGS, L.L.C.	2018	4	3.42
114348	2801	30	CHENG, CHIN W. & CHAN YIN	2018	4	0.01
114843	3704	53	ABRAMO, MARIA	2018	2	5.84
115808	3703	32	LU, ADI C.C.& KATHLEEN L.	2018	3	0.08
116384	3701	18	ALCHIN, SHANE & PALANDRI, ALICIA	2018	4	3.69
118240	4306	28	IVANOU, DMITRI & FILLIPOVA, ANNA	2018	1	1.54
118547	4306	10	PETRONE, ANTHONY & MARCELLO & MARBY	2018	2	2.55
121467	3603	13	MC DONALD,JAMES C.JR.	2018	4	0.09
122572	3502	12	THE WINS WINS, L.L.C.	2018	3	0.07

125112	3403		37	BESTONE, DAVID	2018	4	0.37
127852	2603		13	DANIEL, THOMAS	2018	4	0.01
129049	2103		27	PATEL, JAYANTILAL & RANJAN	2018	4	4.58
132837	704		36	RZEPLINSKI, CAROL ANN	2018	4	2.84
133900	703		7	WADLEIGH,FREDERICK & WINIFRED	2018	3	0.08
135871	506		1	SENGOS FAMILY, LLC	2018	3	0.90
137133	401		33	MULLAHEY, THOMAS & LAURA	2018	4	8.00
138537	701		6	D'ALESSANDRO, MICHELE & MARIA	2018	4	0.01
142166	1203		28	KREIGER,JOYCE & OLSEN, ERIC	2018	2	0.10
145888	2601		40	SHARMA, KUNWAR	2018	3	0.90
146191	2503		54	TELI,BHAKTI PARESH & RAMESHCHANDRA	2018	4	0.30
147751	3401		43	GITTINGER,M.R.,&M.&E.E.RUTHERFORD	2018	4	0.04
149526	3501		1	316 LIBERTY AVENUE, LLC	2018	4	3.97
153783	948	B	34	P.M.G. ASSOCIATES	2018	1	0.01
153783	948	B	34	P.M.G. ASSOCIATES	2018	1	0.01
153783	948	B	34	P.M.G. ASSOCIATES	2018	2	0.01
153783	948	B	34	P.M.G. ASSOCIATES	2018	3	0.01
158550	29101		27	MULCAHY ALBERT & ZANOTTI J H	2018	4	1.40
161547	28502		50	BOOR, H. JAMES	2018	4	1.00
161810	28404		28	VELASCO, FELIXBERTO & LISA H. ABIS-	2018	4	8.10
162024	28503		37	FARAG, SHERIF	2018	3	0.31
162834	28401		32	BALOGH, JOSEPH	2018	4	0.80
163006	28303		16	LIMA, VITORINO GREGORIO	2018	4	2.00
164376	27805		28	611 BROADWAY REAL ESTATE, LLC	2018	2	1.48
167122	27901		25	ECHEVARRIA, ARSENIO &PEREZ,DEBORAH	2018	3	0.01
167569	28505		19	AGUIRRE, LUIS & MICHELLE	2018	1	3.90
167569	28505		19	AGUIRRE, LUIS & MICHELLE	2018	2	3.90
167569	28505		19	AGUIRRE, LUIS & MICHELLE	2018	3	2.05
167569	28505		19	AGUIRRE, LUIS & MICHELLE	2018	4	2.05
175356	25305		13	KISZKA, RUTH A	2018	3	1.24
177253	26301		20	MCKENZIE, SEYMOUR	2018	2	7.62
177899	25402		9	CHULPAYEV, MARKIEL M.	2018	2	2.37
179473	25401		33	CLEARSEN, GRACE	2018	4	0.05
180372	24704		58	ALI, NAEEM & KISSOON, LILAWATTIE	2018	4	0.21
180885	24803		33	GANNON, JOSEPH E.,JR.	2018	4	0.41
180950	24803		40	SPEARS, MYRIAM	2018	3	0.04
181552	24703		23	RODRIGUEZ,DIANE,ERICK&KARCZEWSKI,D.	2018	4	0.67
182659	24804		35	HOULTON, ELIZABETH MANN	2018	4	0.03
183178	24702		32	SONG, JAE CHUL & STEVEN HEE	2018	3	0.81
184382	23904		62	SEEPAL, HARRY G.& INDIRA	2018	4	0.29

184846	24801	13	NAMS DEVELOPERS, INC.	2018	4	0.07
188011	23905	7	BOOR, HAPPY J.	2018	4	1.55
191916	22002	26	MANGUAL, BRUNILDA	2018	4	0.51
192146	22101	27	JAVIER, ROLANDO & ROSITA	2018	4	3.32
192971	22301	8	FALCONETTI, MARY G.	2018	4	7.00
196535	23404	24	BOULES, MARIAM	2018	4	0.17
197871	23502	63	BETHEA, SARAH	2018	4	1.99
200626	25001	20	PRESSLEY, MARY M.	2018	4	0.06
207969	25801	42	98 VAN NOSTRAND AVE., LLC.	2018	3	0.60
208264	25801	16	TIGRE,CLAUDIO & AVILA,JOSE	2018	1	0.78
208322	25801	22	JOSEPH, M.	2018	3	0.01
208652	25601	20	RAMSUNDAR, ANDREA	2018	4	0.10
210419	26501	48	LAL, MONILALL, KAMINI, & NAIOMI	2018	4	1.89
212027	26406	29	BLJI HOLDING LLC.	2018	4	1.40
214254	27003	11	WERESZCYNski, MICHAEL J.	2018	1	0.01
215517	27204	25	PERLMUTTER, DEVORY	2018	2	0.29
216200	27203	1	NIEDERMAN, ISAAC	2018	2	0.01
216838	27004	51	KATZ DEVELOPMENT, LLC.	2018	4	3.50
217711	28101	35	GARCIA, RICARDO Q.	2018	3	0.01
218891	28701	4	KERED, INC.	2018	3	0.01
221911	28604	4	PITYSINGH, KAMANI	2018	3	5.18
226688	29902	43	MOHAMED, SHAMOON & RAMRUP, JONATHAN	2018	3	7.28
226688	29902	43	MOHAMED, SHAMOON & RAMRUP, JONATHAN	2018	4	7.28
230656	30101	20	MONGAL, LISA S.;EDGAR V; L &EDGAR K	2018	4	0.07
232389	29404	62	DAWYBIDA, GEORGE & MARION	2018	3	0.39
238709	26602	26	15 VAN NOSTRAND, LLC	2018	3	0.35
238923	26602	2	DJM HOLDINGS LLC.	2016	4	7.71
239046	26602	52	KELLY, SAMUEL & DIANE	2018	4	0.01
241703	24201	52	DORSEY, K&B	2017	4	0.06
242560	25903	28	15-17 FULTON STREET LLC	2018	4	0.90
244723	24103	4	RODGERS, ATHALEE C/O ROBBINS P.	2018	4	0.10
247171	23603	19	HUDSON CITY SAVINGS BANK %M&T BANK	2018	4	4.44
247882	23703	4	TAYLOR, IDA MAE	2018	4	0.08
250928	9202	1	35 FAYETTE STREET, LLC	2018	2	0.03
251355	10404	10	HASKOPOULOS, KONSTANTINA	2018	4	0.08
259234	14701	50	ZAPATA, NEREIDA & ADA A.	2018	4	0.02
265512	18206	33	CAMACHO, HECTOR & GUSTAVE GAGUSKI	2018	3	0.47
267591	19201	9	79 ROOSEVELT, LLC	2018	3	1.74
270165	19105	18	122 WILLIAMS NJ, LLC	2018	3	3.15
273078	20502	13	65 WILLIAMS, LLC	2018	3	0.17

274126	19101	3	500 BRUNSWICK AV.CORP.%JOSEPH ATSUS	2018	1	2.44
274134	19101	4	500 BRUNSWICK AV.CORP.%JOSEPH ATSUS	2018	1	1.69
274142	19101	5	500 BRUNSWICK AV.CORP.%JOSEPH ATSUS	2018	1	1.69
274167	20401	79	ADELEM, L.L.C. C/O JOSEPH ATSUS	2018	1	2.08
274175	20401	78	ADELEM, L.L.C. C/O J. ATSUS	2018	1	1.94
274183	20401	77	ADELEM, L.L.C. C/O J. ATSUS	2018	1	1.88
274191	20401	76	ADELEM, L.L.C. C/O J. ATSUS	2018	1	2.17
275644	20503	12	VO, BRIAN	2018	4	0.46
276071	20801	57	282 EGE, LLC	2018	4	0.80
276923	20402	61	NGUYEN, HOA VAN	2018	4	7.30
277541	20402	71	SHAMYN PROPERTIES, LLC	2018	4	0.52
278002	20702	19	CHRISSAKIS, HELEN	2018	3	0.65
278002	20702	19	CHRISSAKIS, HELEN	2018	4	1.91
278432	20802	60	MESHAL, ADAM	2018	3	0.06
282129	22303	7	XIONG, JUE	2018	4	4.34
282210	22203	32	WILEY, DONALD & BEVERLY	2018	4	5.08
282228	22203	31	WILEY, DONALD & BEVERLY	2018	4	6.45
287136	20602	36	BELL, BERNICE	2017	4	2.67
289967	19303	44	SCANLON, R E & E E	2018	4	0.23
297747	16603	9	DAWOUD, MEDHAT	2018	4	0.06
300277	16502	24	681 BERGEN AVENUE LLC	2018	4	3.00
301663	16501	24	711 BERGEN AVE., L.L.C.	2018	3	1.60
301747	16501	21	MCGINLEY SQUARE GROUP LLC	2018	3	0.08
304147	14904	7	KIM, CHONG MAN	2018	3	5.16
304402	14901	17	PUNSALANG, AMADO JR.	2018	2	0.99
304642	14801	2	ST PETER'S UNIVERSITY	2018	4	9.40
304857	13204	60	ST.PETER'S COLLEGE % COLL.SERVICES	2018	4	4.37
307884	12007	28	LYNCH, DIANE L	2018	4	0.67
308544	12002	41	HENNESSEY, RUKYAH W.	2018	4	0.25
309146	12003	55	GUDHKA HOLDINGS, INC.	2018	4	1.00
310888	12101	13	HARRISON, ERIK J.& ANGELICA M.	2018	4	0.10
311290	12005	18	MIGDOLL, JACK	2018	4	4.19
311910	10503	9	ZHANG, DANIEL & GRACE LI	2018	4	0.10
318154	12203	7	BOWDON, ROBERT C/O CHOICE MEDIA	2018	4	0.31
320838	12309	1	ACADEMY HEIGHTS ASSOCIATES, LLC	2018	3	0.02
325803	15004	36	KIM, CHONG MAN	2018	3	5.18
325811	15004	35	KIM, JOHN C.& SEUNG HEE	2018	3	5.47
326876	15203	10	65-67 STORMS AVE LLC	2018	4	3.00
328294	16801	39	DEH JUNG, LLC	2018	4	0.06
331090	16803	1	TAYLOR, WILLIAM AS TRUSTEE	2018	4	0.35

333195	17002	37	DE LIZER, RENE & SADIE MARY	2018	4	4.84
335380	16902	2	COMMUNITY ASSET PRESERVATION CORP	2018	4	2.04
337063	17906	41	MAJ HARRISON LLC	2018	3	0.05
338897	18603	11	TORRES, MOMOTARO T.	2018	3	0.01
342907	18601	39	GRIFFEN, SPENCER	2018	4	2.94
344937	19501	55	SHABAN, SAMIR M. & ADELE M.	2018	4	0.45
345199	19501	41	DAVU, MICHAEL DAVID	2018	2	0.14
347732	19701	8	MPR ARLINGTON,LLC	2018	2	0.68
351254	19403	25	TONG, CHAN & WAY	2018	4	0.20
351841	19503	18	ROUSE, JAMES JR. & WILLIE MAE	2018	4	0.99
353029	21102	33	AIKEN, WM. & R C/O STATE OF N.J.	2018	3	0.39
355594	22503	58	CARTER-SMITH, MELANIE	2018	4	1.22
358259	22604	4	ROSENZWEIG, ZALMEN	2018	4	8.04
358689	22603	18	FAKHOURY, NAYEL & AMAL	2018	4	2.32
358705	22603	20	RAMKISSOON, NANDANIE & MUNIND P.	2018	3	0.30
358705	22603	20	RAMKISSOON, NANDANIE & MUNIND P.	2018	4	0.29
362020	21403	35	MONTGOMERY, RUTH B.	2018	4	0.25
363143	22704	33	LITTLE, ORALEE J	2018	1	0.39
363531	22703	45	OKABEKWA, VINCENT	2018	4	3.32
364794	22701	33	662 OCEAN AVE. LLC.	2018	4	0.79
365254	23301	6	BLADES,ANGELA & BOYCE,SABRINA	2018	2	3.89
365486	23302	36	FELIX, BRUNO	2018	4	0.17
366591	23304	24	4-6 MYRTLE AVENUE, LLC	2018	4	0.02
368860	20101	71	MZL TOY, LLC	2018	4	0.16
370908	20201	12	STENGER, QUENTIN	2018	4	7.40
373142	20301	5	SMITH, CLIFTON	2018	4	1.55
373316	20301	15	308 WHITON STREET,LLC	2018	4	0.03
374439	20002	1	MONUMENTAL BAPTIST CHRUCH OF J C	2018	4	9.58
376723	19005	30	D2KL ASSOCIATES, LLC.	2018	4	1.72
377218	15802	37	62-68 MONITOR, LLC	2018	4	0.43
377911	19002	10	PINE STREET ENTERPRISES, L.L.C.	2018	3	0.01
378315	19001	3	WHITON PROPERTY L.L.C.	2018	4	0.53
388009	6807	3	PATEL, MAHESH V.	2018	4	5.20
391417	11501	22	KASILAG, RODRIGO & FE TORRES	2018	3	0.01
392472	19101	7	500 BRUNSWICK AVE.CORP%JOSEPH ATSUS	2018	1	2.47
393306	5602	55	GENCRI CONST CO INC	2018	1	9.67
393306	5602	55	GENCRI CONST CO INC	2018	2	9.67
393421	28701	49	HAVAS, JOSEPHINE	2018	4	7.84
395962	12504	28	HUSSAIN, MUNAWAR & SAYEEDA	2018	4	0.50
396937	23102	26	DAVIS, LEON	2018	4	1.21

399675	12005	1		C0112	SULLIVAN,DONNA ANNE V.& MINERVINI,A	2018	4	0.26
403709	8606	35			SOOK LING LAI	2018	3	2.68
404582	804	31		C0102	HUANG, TONY	2018	4	1.04
405225	11113	16			295 2ND STREET, LLC	2018	4	0.01
406132	14101	19		C0102	BALES, HEATHER	2018	1	0.01
406538	22501	62			DURANTE, LINWOOD & BRENDA	2018	3	1.71
406538	22501	62			DURANTE, LINWOOD & BRENDA	2018	4	1.71
410423	8803	13		C0401	QI, TAObAI	2018	3	0.01
411157	15004	5		C8003	SMITH, MONIQUE	2018	4	9.11
411355	15004	5		C0304	LUM, STEVEN & LAI	2018	2	3.01
415703	6502	14		C0213	POON, BETTY & TAM, SCOTT	2018	3	6.24
415976	6502	14		C0407	GOLECKI, STEPHEN T.	2018	3	0.01
417162	6502	14		C1116	SINGASANE, RAJAN & WENDY	2018	4	1.44
418590	6502	1		C0412	KUMAR, ARVIND & SINGH, PRITI	2018	2	2.56
418681	6502	1		C0503	RUKHMANOV, LARISA	2018	4	3.31
421289	6502	2		C0403	TUNG, RAE F.	2018	4	0.01
421636	6502	2		C0523	BARULICH, JOHN & MARY	2018	4	0.20
422097	6502	2		C0808	GELVOSA, CZARITA	2018	3	3.71
422501	6502	2		C1012	YADAV,ABHISHEK	2018	2	0.04
423509	6502	2		C1619	ASTRAL NEW JERSEY, L.L.C.	2018	4	0.68
423566	6502	2		C1703	CORTLAND 201 REALTY, LLC.	2018	4	0.10
424085	10101	22			VIALE RESIDENTIAL GRP,LLC%J. MESBAH	2018	3	0.01
426353	12705	12		C0404	RENTECH, LLC	2018	4	0.01
427344	5103	9		C0020	MILTNER, MARK	2018	3	0.02
429308	20902	27		C0101	DISICK ZOHAR PROPERTIES LLC	2018	4	0.01
433078	13303	27		C0041	EQUITY TRUST COMPANY	2018	3	0.03
433169	13303	27		C0051	DONNELLY, RICHARD & ROBERT	2018	4	0.05
434365	3804	23		C0001	SHAH, VIJAY R.& PARUL V.	2018	2	4.50
434928	28701	3			JEB ASSOCIATES, L.L.C.	2018	3	0.01
435925	16501	42		C0606	KAYE,HILTON G.	2018	4	0.01
437889	27503	11	101	C0031	AMBROGIO, DOUGLAS	2018	1	0.93
438200	27503	11	102	C0021	MAY, LORA A.	2018	4	0.50
439695	27503	11	205	C0062	URBANEK, RICHARD & JUDY	2018	2	0.08
440636	27503	11	208	C0074	GOLDMAN,NOAH & DANIELLE	2018	3	7.68
441006	27503	18		C0020	WU, LANG & LI, YUNTING	2018	2	4.49
447862	603	62		C0102	BATTISTA, DONATO	2018	4	3.97
448209	14404	2		C7004	WRIGHT, JENNIFER	2018	3	2.31
448316	14404	2		C0104	YU, CHI-JEN	2018	4	0.42
448795	14404	2		C0407	GLASSMAN, PETER	2018	4	0.29
448845	14404	2		C0504	D & R GROUP, LLC.	2018	4	0.58

449322	14404		2	C0807	WEISS, TIBOR & JUDITH	2018	3	0.14
450395	4502		2	C0501	DUNPHY, JAMES J.	2018	2	1.03
453043	13303		25	C0110	GLENWOOD STUDIO, % M. BORODITSKY	2018	4	1.79
454512	5101		35	C0202	BEVANS, JAMES W.JR. & J.E	2018	4	0.18
454991	18301		7	C0205	VISION GROUP INTERNATIONAL, LLC	2018	4	1.89
455139	18301		7	C0403	IVG RECTOR, LLC	2018	4	1.95
455329	5602		7		PANA, JAY & RESHM INC.	2018	1	0.10
455329	5602		7		PANA, JAY & RESHM INC.	2018	2	0.10
457663	5202		22	C0101	KING, CARL R., SR.	2018	4	0.10
458885	7302	2	4	C1504	STOLFI, JOSEPH V.	2018	4	0.01
459115	7302	2	4	C0405	YOU, YONG	2018	4	0.01
459446	7302	2	4	C0506	SURANA, KANISHKA K. & TRIPTI	2018	2	0.60
459693	7302	2	4	C3106	VAMDATT, RAAG & RENU	2018	2	1.14
460113	7302	2	4	C0908	SLOTNICK, IRWIN	2018	4	0.01
460584	7302	2	4	C2509	RATHOD, RAHUL & RITU	2018	4	0.91
460584	7302	2	4	C2509	RATHOD, RAHUL & RITU	2018	4	1.38
460766	7302	2	4	C1110	YU, JOCELYN LEUNG	2018	4	4.72
461046	7302	2	4	C0811	PACIFICADOR, PATRICIA	2018	4	0.91
461210	7302	2	4	C2611	ANTONOPOULOS, ANDREAS	2018	4	0.01
467928	6901		14	C0107	RICCIARDI, ENZO	2018	4	5.43
468645	13302		23	C0203	JANG, CHING-HWA & JIING HUEY	2018	4	0.03
468660	13302		23	C0205	RAVI REAL ESTATE LLC	2018	3	0.61
471045	10503		26	C7001	SONIKAR, SREEVINAS	2018	1	3.74
472035	3406		15	C0026	QUINETTE, JOHNSON	2018	3	0.15
472043	3406		15	C0031	MANI, AJAY & SIVASUBRAMANIAN, ANITHA	2018	4	0.77
474916	9305		3	C0405	LAKHANI, DEEPA	2018	4	0.03
475830	12107		27	C0203	GOLLOB, ROBERT	2018	4	0.01
476960	18301		37	C0041	CARVAN, AYSHAH & WAHID	2018	4	0.05
477091	10501		21	C0023	YANG, YUNHUI	2018	4	0.67
477109	10501		21	C0024	YANG, YUNHUI	2018	4	0.72
477133	10501		21	C0032	COLUMBIAN ASSOCIATION OF WEST B.	2018	4	5.23
477521	18301		6	C0205	VG-NJ PORTFOLIO, LLC.	2018	4	1.53
479568	2904		29	C0402	GALLIER, KAREN & GEORGE	2018	4	1.34
481721	26102		7	C0802	CARNEVALE, CATHERINE M.	2018	3	3.16
481838	26102		7	C0813	DECANTO, ELIZABETH	2018	4	0.96
483719	20101		27		KENNY, COLLEEN J.	2018	1	4.68
483842	26701		25		ALDINE CAPITAL, LLC	2018	4	0.52
485664	16301		14	C0312	FREEMAN, YOEL & INBAR	2018	2	1.43
486241	5101		3	C0401	REINER, BARRY & MICHAL	2018	4	3.26
486654	13303		26	C0602	PUNSALANG, AMADO JR.	2018	2	0.72



488460	7105	4		C0031	REYES, MIGUEL & MARGARRITA	2018	4	0.17
490367	11603	20			EQR-LINCOLN NORTH PIER L.L.C.	2018	4	2.02
491985	26102	7		C1423	FLOOD, PHILIP & HELEN	2018	3	0.12
492157	26102	7		C1717	DONNELLY, ROSE A. REVOCABLE TRUST	2018	4	0.61
494971	26102	7		C2015	DESILVA, JOHN & DESILVA, MILLY	2018	4	0.01
495242	26102	7		C2118	REID, JACQUELINE	2018	3	0.89
499111	26102	8		C3211	ROBERSON, ALPHONSO & STEED,TREMAINE	2018	2	0.03
499889	26102	8		C4011	ABAYA, GAVINO JR.& JULIA C.	2018	4	4.32
504423	21902	4			NEW JERSEY CITY UNIVERSITY	2016	4	0.01
504969	26801	59			GELVOSA, CZARITA O.	2018	3	6.43
508457	2905	11		C0003	WELD, ALISON	2018	2	2.56
513333	27503	20		C4305	WEYRAUCH, DENNIS M.	2018	2	3.46
513333	27503	20		C4305	WEYRAUCH, DENNIS M.	2018	4	0.07
514547	27503	20		C4107	BAITMANGALKAR, SUSHEEL G.	2018	4	0.09
515593	13303	30		C7002	BOULEVARD COURT CONDOMINIUM ASSOC.	2018	4	0.20
517292	14404	1		C0312	LEWANDOWSKI, DAMIAN	2018	4	7.54
517649	29104	12			TONOGBANUA, C.D.& M., DIGON,S.	2018	3	0.01
521377	15901	24		C0335	TELANG, SUJAY & GEETA	2018	4	0.02
522607	505	8		C0201	PAMORNSUT, PATHOMSIT	2018	3	6.43
522763	14306	18		C0402	MCKAY, STEPHEN G.	2018	4	5.81
522938	11603	33		X	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	2017	1	0.01
522938	11603	33		X	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	2017	2	0.01
522938	11603	33		X	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	2017	4	0.01
522938	11603	33		X	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	2018	1	0.01
522938	11603	33		X	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	2018	2	0.01
522938	11603	33		X	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	2018	2	0.01
522938	11603	33		X	CANDLEWOOD JC,UR % K.FAHEY- THOMSON	2018	3	0.01
523324	7804	17			PATEL CASH & CARRY, INC.	2018	3	0.34
523886	27503	20		C5035	ISLAM, ATIF & SALMA	2018	4	0.16
528448	18503	11			KEATH, LEE & HASSOURI, PARASTOU	2018	4	0.01
529321	12905	22		C0508	FELCHLIN INVEST.USA,LLC%ATALANTA CO	2018	4	8.18
530980	26102	18		C0704	LIANG, LUOBIN	2018	4	0.01
531061	26102	18		C0711	SUN, MING	2018	4	0.01
532341	26102	14		C1810	MARTIN, KENNETH P. & RACHELLE M.	2018	4	9.88
543728	15802	25	1	C0146	SIMKHAYEV, LEV & MARK	2018	4	1.16
543850	15802	25	1	C0159	YANG,PEDRO XIANG WEI&ANGIE KUO	2018	4	4.02
544346	15802	25	1	C0301	ULIANO, JEFFREY	2018	4	3.16
548867	6102	5		C0302	GORBECKI, C. & LATORRE, D.	2018	3	5.85
550830	14304	4		C0106	FRIEDMAN, GENNADIY & VALERIYA	2018	4	0.31
551143	14304	4		C0310	EDELMAN,FREDERIC & EMILY S.,TRUSTEE	2018	4	0.12

553099	11103	2	C0001	CONNER, ERIC & VEGA, CAMILA	2018	2	1.94
555128	11603	34	C1202	TANG, KAI & CHEN, CHEN	2018	4	8.91
561647	3302	54		BHATT, BIMAL	2018	3	0.01
561670	4504	19		S & G PROPERTIES, INC.	2018	4	6.34
567297	11504	1	C0101	VSL, LLC	2018	4	0.54
569004	17905	9		NGUYEN, PHU & DINH	2018	4	7.01
569319	12706	33	C0002	WHITTEN, WILLIAM B. & EVANGELISTA, J	2018	4	0.50
569848	11006	29	C0002	FIRST STREET PARTNERS, LLC	2018	4	0.04
569897	9604	3		115 & 125 MAGNOLIA AVE., LLC	2018	4	0.08
573585	14503	4	C0207	HEYNE, DOREEN	2018	2	0.69
573995	14503	4	C0805	GROVER, KUNAL & SUDHA	2018	4	0.36
575145	27503	22	C1121	BHARGAVA, AMOD & SHALINI	2018	4	0.09
575210	27503	22	C3011	KIM, JOANN H.	2018	4	0.61
575635	27503	22	C2022	LEE, HYUNSOOK	2018	3	8.18
575770	27503	22	C4052	RRL REAL ESTATE, LLC	2018	4	2.05
576225	6902	29		364 NINTH STREET CONDOMINIUM ASSOC.	2016	1	0.01
576225	6902	29		364 NINTH STREET CONDOMINIUM ASSOC.	2016	2	0.01
579190	14205	22	C0318	TANDON, MANU & RADHIKA	2018	4	6.12
581655	9702	1	C0013	RAAD, RAYMOND & YUAN, JIANGCHUAN	2018	1	0.01
581845	1202	38		VASA PROPERTIES, LLC	2018	4	0.01
582085	4307	36		PETRONE, ANTHONY & MARCELLO & MARBY	2018	2	0.99
582465	14003	1	C0201	MAYR, KELSEY ELIZABETH	2018	4	0.02
583865	3701	45		DI VINCENZO, E	2018	4	0.78
584455	11603	25	C0508	KHANDELWAL, VINAY & YADAV, PRAGYA	2018	4	0.10
584630	11603	25	C0810	JAIN, NIRLESH & SAMDANI, MAHESH	2018	4	1.49
584665	11603	25	C0906	TRILYNX, LLC	2018	4	0.68
587755	18301	36		UGOLINI, ELIO & MARION	2018	4	0.56
587945	19101	6		500 BRUNSWICK AV. CORP. % JOSEPH ATSUS	2018	1	0.05
588340	2901	24		320 CENTRAL OWNER LLC % STANDARD GRP	2018	3	0.01
588615	9202	2		35 FAYETTE ST. LLC	2018	2	0.05
589655	21701	2	C0100	GOSUKONDA, SREEDHAR & MOKARALA, MADHUR	2018	4	6.00
589695	21701	2	C0108	PAXTON, DIANE C.	2018	3	4.87
590255	6102	4	C0201	MCSWEENEY, MATTHEW	2018	4	1.74
590420	2105	1		SKY, MICHAEL & LUDMILA	2018	3	0.01
590820	6102	4	C0219	JAY P. NAYAK & NEESHA ROY	2018	4	0.02
591320	6102	4	C0714	ABDOOLRAMAN, MUHSEEN & PEERAULLY, T	2018	4	0.26
593045	7806	2		JODDIA BAZAR, L.L.C.	2018	4	0.41
593105	4905	7		MAN-LYN REALTY CORP. % J. LOPRETE	2018	2	0.20
593655	10202	9		HERNANDEZ, SANTOS I.	2018	4	0.28
593685	13802	9		ATRIMEC REALTY CORP.	2018	4	3.00

594210	9701	22		RAMOS, EMILIO M. & KRISTIE A.	2018	4	5.76
594530	29602	45		MURPHY, MAUREEN J.	2018	4	0.21
594815	2601	52		JOHNSON, MARGARET ANN	2018	3	2.16
597440	7302	21	C1707	MAGUIRE, KAREN A.	2018	4	0.18
599175	14302	4	C0501	TAO, RAN, XU, XINGHUA & TAO, JIE	2018	4	2.45
599250	14302	4	C0704	CROSSEN, HUGH J. & JAVARIA J.	2018	4	3.76
599360	14302	4	C1002	105 GREENE STREET, LLC	2018	4	4.70
599735	14302	4	C0005	LOFT 5 HOLDINGS LLC	2018	4	0.64
600985	5701	2	T01	KSS INVESTMENTS, L.L.C.	2018	4	0.24
601135	20004	15	C0003	GILDERSLEEVE, ERIN	2018	4	3.45
601325	8603	6	C0301	SCHNEIDER, ELIZABETH & BEDARD, JON	2018	4	0.86
603210	13601	2	C0412	LAMARCA, CARMELA & CARMELO	2018	4	3.95
603415	13601	2	C0808	CAI, DAVID & WU, SUE JIHONG	2018	4	0.01
603530	13601	2	C1110	BEACON 1110 LLC	2018	4	0.87
606980	4305	15	C0202	GHANDOUR, TANIA	2018	4	0.01
607445	9705	21	C0301	VATTEKAT, MAHESHAN & LEBRUN, ALISON	2018	4	0.79
607900	21701	1	C0036	SUPAN, VINCENT & JEAN	2018	4	5.93
608810	20002	2	C0302	ELEZOVSKI, MANFRED	2018	4	0.54
610390	15801	18	C0316	ZHANG, ERIC HUAYU	2018	4	8.38
612075	14906	15	C0409	GRUNDL, PETER D.	2018	4	5.51
612365	17905	8	4	NGUYEN & NGUYEN, INC.	2018	4	5.78
612635	15906	8	C0313	KREILMANN, BERNARD	2018	4	0.93
612800	15906	8	C0511	KHAN, SHEZAD	2018	4	0.02
614860	15906	8	P0149	PUTILINA, ELENA	2018	3	2.46
615390	15906	8	P0255	MEIRSON, BERNARD	2018	4	0.03
617620	11603	39	C0907	GALIANO, PAUL A.	2018	4	0.27
617685	11603	39	C2307	FELDMANN, ERIK	2018	4	0.12
618170	11603	39	C3103	ZHANG, LIE	2018	4	0.50
620955	7302	17	C2509	SRIVASTAVA, NITIN & KAAJAL	2018	4	0.79
621055	7302	17	C2707	CASAGRANDE, GREGORY	2018	4	5.91
622410	11608	1	C8005	VECTOR U.R.ASSOC., LP% ISTAR F.INC	2018	4	6.76
622415	11608	1	C8006	VECTOR U.R.ASSOC., LP% ISTAR F.INC	2018	4	5.13
622420	11608	1	C8007	VECTOR U.R.ASSOC., LP% ISTAR F.INC	2018	4	4.35
622765	11608	1	C1204	LEE, SUN HUI & SANG WEON	2018	4	0.23
623170	11608	1	C2204	NGO, DAVID & HARRINGTON, EUNJEONG	2018	4	8.79
623225	11608	1	C2306	PARK, GRACE	2018	4	0.26
623855	11608	1	C3706	DONTHIREDDY, MURALIDHAR & RAJANI	2018	4	6.64
624645	11608	1	C9076	DASGUPTA, ARPAN & JYOTSNA	2018	1	2.43
627730	12707	1	C0212	KIM, NAMO & SON, JUNG SUK	2018	4	1.96
627865	12707	1	C0303	KATZ, MENACHEM & TANNENBAUM, ROY	2017	4	0.46

628100	12707	1		C0414	SHIEH, JUDY	2018	4	7.25
628715	12608	5		C0201	KIM, JIHYUN	2018	4	0.55
628810	12608	5		C0220	GRUZGLIN, ALEX	2018	4	4.81
629855	16602	1		C0303	FINEBERG, TALYAH	2018	3	7.81
629945	16602	1		C0503	YANG, PEDRO X.W. & ANGIE KUO	2018	4	0.10
631325	14506	1		C1802	RASHEED, SIKANDAR & SHARON ARLINE	2018	4	2.89
631340	14506	1		C1805	SHAHRAO REALTY LLC	2018	4	0.19
631885	14506	1		C2610	77 HUDSON ST.2610 LLC SERIES D	2018	4	6.09
632050	14506	1		C2906	BERNSTEIN, NEIL & XIE, JOAN	2018	4	3.47
632220	14506	1		C3207	BESTSENNYY.OLEG & BESTSENNAIA,ELENA	2017	4	3.72
633035	14506	1		C4805	BABKIN, GENNADY	2018	4	3.36
633085	14506	1		C4907	77 HUDSON ST.,4907 LLC SERIES D	2018	4	5.24
635275	13502	26		C0203	LACCABEE, CHRISTIAN	2018	2	2.12
635670	7701	5		C0246	TEJEDA, IRWIN & LIN, WENDY	2018	4	0.81
638500	10004	1		C0717	VANDERLINDEN, ADRIEN	2018	4	0.32
640095	11302	3		C0201	BRUMEL, ALEXANDER & MAHENDRANATHAN,	2018	4	0.72
640480	9306	5		C0207	FLORIO, KATHY ANN	2018	4	0.01
640555	10301	21			CHAUDARY, SHAMMAS	2018	4	0.60
640580	16902	25		C0003	PARAS 2001, LLC	2018	2	4.00
642140	16902	27		C0003	SAMEDI, MARIE & MARIE	2018	4	0.03
642865	11603	24		C1103	DULAI, POONAM S. & MANDHIR S.	2018	4	0.51
643800	11603	24		C3506	GASTRO CARE,PC/REDDY,A.,TRUSTEE	2018	4	2.43
646765	14301	8		C0202	JEM ESTATES, LLC	2018	4	6.00
647800	27001	9			HEAVENLY TEMPLE CHURCH OF GOD	2018	4	1.12
647930	9902	8		C0001	BEATON, ALEXANDER J. & SAUSE, MARGA	2018	2	0.91
648265	11108	25		C0003	VANDERSLOOT, KENT & KELLEY	2018	3	0.09
651665	3701	56		P0001	PETRUZZELLI, NICK	2018	2	0.83
652055	15801	19		C0277	SHAH, VIRAL R.	2018	2	4.63
652385	5304	29	1		AREC 19, LLC	2018	4	0.30
652795	24905	14	1		DEMORCY, MACKENCY & PIER VII, R.	2018	4	0.60
653770	14103	32	1		SIMS, MICHAEL & RAMPERSAD, RAMSMAIR	2018	4	0.09
654105	15601	7	1	X	HOUSING AUTHORITY OF JC%INTERSTATE	2016	4	0.01
654865	11105	18		C0202	61 ERIE STREET ASSOCIATES, L.L.C.	2018	4	0.30
654870	11105	18		C0301	61 ERIE STREET ASSOCIATES, L.L.C.	2018	4	0.30
654875	11105	18		C0302	61 ERIE STREET ASSOCIATES, L.L.C.	2018	4	0.30
654880	11105	18		C0401	61 ERIE STREET ASSOCIATES, L.L.C.	2018	4	0.30
654885	11105	18		C0402	61 ERIE STREET ASSOCIATES, L.L.C.	2018	4	0.30
655920	25501	14		C8004	MERRYL PROPERTIES, INC.	2018	3	0.01
656445	24702	75		C0160	CONCEPCION, REYNALDO & VICTORIA	2018	2	0.01
656785	9501	4	1	C0001	JOURNAL SQUARE ASSOCIATES, LLC	2018	4	0.43

656940	21902	4	4		NEW JERSEY CITY UNIVERSTY	2018	2	0.01
657165	99990		3		AIRBNB, INC	2018	1	0.01
657165	99990		3		AIRBNB, INC	2018	2	0.01
657165	99990		3		AIRBNB, INC	2018	3	0.01
657220	20005		3	C0003	LINDSAY, LEROY R. & CABRERA, MARISA	2018	4	1.13
657500	11707		4		550B DUNCAN AVENUE, L.L.C.	2018	4	3.00
660645	11201		1	C0002	PATEL, ASHISH & LUM, MARISA	2018	4	5.49
660880	11009		6	P0001	CHO, LILLIAN & CHUNG, MARK	2018	4	0.15
661805	15906		8	C6140	HONG, FEI & WAN, FUNG HANG	2018	4	0.10
662290	15906		8	P0281	LIBERTY HARBOR NORTH URBAN R., LLC	2018	4	0.20
662310	15906		8	P0285	LIBERTY HARBOR NORTH URBAN R., LLC	2018	4	0.10
662645	15906		8	P0352	LIBERTY HARBOR NORTH URBAN R., LLC	2018	4	0.55
662895	7806		18	C0402	SHAH, MAMTA & SHROFF, MIHIR	2018	4	0.09
663085	4505		11	C0101	80 WEBSTER JC, LLC	2018	4	1.31
663090	4505		11	C0102	80 WEBSTER JC, LLC	2018	4	1.32
663095	4505		11	C0201	80 WEBSTER JC, LLC	2018	4	1.33
663100	4505		11	C0202	80 WEBSTER JC, LLC	2018	4	1.38
663105	4505		11	C0301	80 WEBSTER JC, LLC	2018	4	1.35
663110	4505		11	C0302	80 WEBSTER JC, LLC	2018	4	1.36
663605	2304		30	1	486 TONNELE AVE., LLC	2018	4	3.78

496 rows

879.91

**Credits**

Account No.	Block	Block Sfx	Lot	Lot Sfx	Qualifier	Owner Name	Year	Qtr	Credit balance
3046	14401		22			108 MORRIS ST.CONDOMINIUM ASSOC.INC	2018	3	-0.02
5918	14205		6			ZEVOTECK, ROY T.& CAMILLE	2018	3	-6.25
5918	14205		6			ZEVOTECK, ROY T.& CAMILLE	2018	4	-0.84
7971	14103		24			GOTAY, AGUSTIN & MONTERRAT, ANA M.	2018	3	-0.12
15867	12905		24			GFC MONTGOMERY LLC	2018	4	-0.01
16733	11405		1			159-161 NEWARK AVENUE, LLC	2018	4	-0.01
16808	11405		10			C & E DEVELOPERS OF JC,LLC	2018	4	-0.01
26823	7101		6			ZAVOLAS, N.& Z.C/O H.HATZIMINAS	2018	4	-2.33
26898	7101		10			GARIBALDI, LLC	2018	4	-9.39
46466	8502		4			CREPO, MARGARET	2018	4	-0.01
48850	9901		2			332 NEWARK AVE. LOFTS LLC.	2018	3	-0.15
48868	9901		3			332-336 NEWARK AVE, LOFTS LLC.	2018	3	-0.51
48934	9901		1			332 NEWARK AVE. LOFTS LLC.	2018	3	-0.30
56887	8101		15			COUNTY OF HUDSON	2018	4	-1.83
57364	8201		5			BARSOUM, MILAD E. & AMANY	2018	4	-1.02
61234	6808		7			KNOPFLER, MEILECH	2018	3	-0.44
66530	5602		63			PATEL, SHANTA& SHARDA	2018	4	-0.47
67033	5602		30			WALRICH CORP.	2018	4	-0.01
70060	9401		8			KO, ON PUI & MUN YEE	2018	4	-0.01
71290	7806		23			CZEPIL, MICHAEL	2018	4	-0.01
73155	7803		12			RICCIARDONE, MICHAEL	2018	4	-0.40
80341	5805		7			MOLSAN PROPERTIES, LLC	2018	4	-9.57
80994	4903		5			AVERSA, GIUSEPPINA	2018	4	-0.01
83071	6001		8			214-216 PALISADE AVE., LLC	2018	4	-2.10
84772	4401		35			114 BOORAEM DEVELOPMENT, LLC	2018	3	-0.01
85506	4402		49			HANSON, WILLIAM C.	2018	4	-0.06
87361	4504		11			146 NEW YORK AVE., LLC	2018	3	-3.00
94532	2903		25			MCNAMARA, V.& R.& R.DRESSLER	2018	4	-5.42
98962	2305		19			LOPEZ, MARIA	2018	4	-1.71
105593	1705		7			ALUOTTO, PIETRO	2018	4	-0.01
105940	1704		38			VALENTE, SERAFINA	2018	4	-0.39
106443	1703		67			DORNE, DALTON L. & FITZSIMMONS, D.	2018	3	-0.01
107771	504		43			50 GRACE, LLC	2018	3	-6.91
111260	1503		2			OCNAS NO 1 FED CREDIT UNION	2018	4	-5.36
115352	3703		16			HADJIYANNIS, CYNTHIA A.	2018	4	-0.64
117192	5402		18			HUEY, FLORENCE L.	2018	3	-2.44

117523	4701	23		O.M. MNGT.,INC.	2018	3	-0.10
121749	3602	13		ALBERS, ROBERT M.	2018	3	-3.78
123729	3404	40		JAY AND RESHMA & SAPNA INC.	2018	4	-0.01
126110	2605	18		WOJTOWICZ, BOGUMIL	2018	4	-0.07
130435	2101	7		DE ANNI, ELAINE	2018	3	-0.10
137778	302	16		BHAT,PRAKASH & VIDYA	2018	3	-0.01
141929	1203	50		JAY & RESHMA & SAPNA INC.	2018	3	-3.00
142539	1202	68		PELLETREAU, CATHERINE	2018	4	-0.27
142703	1202	36		KENNY,BRIAN & MADELINE LIFE ESTATE	2018	4	-0.06
142992	1202	29		SCHMIDT, PENELOPE	2018	4	-0.01
144402	2003	20		DHANANI, LALJIBHAI	2018	4	-0.01
148551	2501	7		SHUSTOWICZ, ANNA MARIE	2018	4	-0.07
148866	3302	15		MASON JAMES MARTINE, LLC	2018	3	-0.50
152074	4203	26		DE MEO, MICHAEL & JOSEPHINE	2018	4	-0.65
152629	4204	32		PATEL, BRIJESH	2018	4	-0.88
162693	28401	18		TOPOLESKI HENRY & ROSITA	2018	3	-0.59
163261	28303	46		LETO, DONNA M.	2018	4	-0.90
165340	27802	16		CASSIDY, MARIETTA S.	2018	4	-0.01
168716	26703	22	C0031	WERMANN, MICHAEL	2018	3	-5.95
170084	28001	45		MAHMOOD, MOHSIN	2018	4	-0.04
171058	26203	47		HAIM ADROKE, LLC	2018	4	-0.01
179267	25401	12		DOBSON, ROBERT E SR & BARBARA A	2018	3	-0.22
181990	24703	67		DU BUSKE, AMANDA	2018	3	-0.55
182188	24802	7		BRANDON, LOIS	2018	4	-10.00
183111	24702	25		RAMLACHAN,M.&S.,RAVINDRANAUTH, R.	2018	3	-1.82
184200	24801	26		ADAMS, PATRICIA & JOY	2018	4	-0.22
184457	23802	22		TOMASZEWSKI, LORRAINE	2018	3	-0.66
184705	23905	46		REID, LENNY D. & CELADAWN	2018	3	-1.21
186338	23802	53		NGUYEN, ANGIE T.	2018	4	-0.01
188920	22901	21		GERON, SAVERO & CORAZON	2018	3	-1.20
189902	22802	24		MAXEM, LLC	2018	3	-2.16
192658	23001	16		HILAL,AHMED & JULOORI,VARUN	2018	3	-0.78
193029	22301	13		CHARLES, JOSEPH	2018	3	-3.57
196915	23404	32		239 MLK LLC.	2018	4	-0.01
197749	23502	27		AYSM, LLC	2018	3	-0.38
199117	23403	22		BROWN, MARY LOUISE	2018	4	-5.90
202259	25002	23		DAVIS, HELEN	2018	4	-0.20
203869	25604	19		AYSM, LLC	2018	3	-0.60
205492	25703	25		114 WOODLAWN JC LLC	2018	4	-0.06
207076	25702	1		RED NJ INVESTMENTS 3 LLC.	2018	4	-0.01

208702	25601	15	HALLS, ROBERT & DOROTHY	2018	3	-0.61
210476	26501	39	14-16 STEVENS AVENUE, LLC	2018	3	-0.01
211524	26403	32	PHILLIPS-BOONE, TRACEY & MARKIA	2018	4	-0.01
211920	26406	7	ARGUETA, S. & GARCIA-CARPIO, KRISTY C	2018	4	-0.03
212688	26503	20	ROSE, LINDA J. & WILLIAM E. JR.	2018	3	-0.10
213710	27001	1	AYSM, LLC	2018	3	-0.33
213934	27001	14	FRANCIS, GLADWIN & VIOLET P.	2018	4	-0.01
214171	27002	5	JC MOCH FM, LLC	2018	3	-0.07
216465	27101	11	PAGAN, LORI	2018	3	-1.08
217315	27005	45	REIRIS, LLC	2018	4	-0.02
220152	28601	24	CIAMBRONE, R & R	2018	3	-1.27
221994	29201	37	CARBONE, LINDA & THORRY, MICHELE	2016	3	-0.02
225250	29701	25	RIVERA, TOMAS L. NORMA M. NORMA L.	2018	4	-2.08
226365	29801	38	TOURE, CYNTHIA	2018	4	-3.67
226514	29902	21	SHIRKISHUN, SURENDRA	2018	4	-0.41
228726	29301	9	LAL, HOMESH	2018	3	-0.05
229468	29303	9	SURACH, GABRIEL & THERESA	2018	3	-0.01
229567	29303	15	JOSEPH, KELRICK	2018	3	-8.71
232009	29403	24	SCOTT, ETHEL	2018	3	-9.11
232637	29404	16	COSME, VICTOR & CARMEN	2018	4	-1.00
235218	30102	29	SAIGAL, LIBY	2018	4	-0.01
235861	29505	47	KSIEZ, JUDITH BARBARA	2018	3	-1.04
236315	29502	3	JIMENEZ, GUSTAVO A.	2018	3	-0.94
237719	28902	19	BROWER REALTY % NICHOLAS Z.	2018	3	-4.61
240184	26001	10	RAYMOND, LAURA	2018	3	-0.44
240440	26001	25	JENKINS, ANNA MAE	2018	4	-0.86
242248	25903	9	FERRER, ALLEN P	2018	4	-7.47
247916	23703	7	NORMAN, MARGARET	2018	4	-0.01
251678	10403	19	AWAD, ABDEL	2018	4	-0.04
252981	10302	87	MEALOW, CHOUDHRY F.R.	2018	4	-0.01
257204	11903	1	JVN REALTY, LLC	2018	4	-0.16
261669	16102	25	CARROLL, RUTH	2018	4	-1.26
263087	16201	10	WILLIAMS-WOSS, DARLENE	2018	4	-0.09
263707	18201	11	MARTIN, MICHAEL	2018	4	-2.08
265009	18206	4	881 COMMUNIPAW AVE., LLC.	2018	4	-1.36
267989	19202	65	146 CLENDENNY AVE JC LLC	2018	4	-0.25
275719	20503	19	BOTROS, MAX	2018	3	-1.81
278432	20802	60	MESHAL, ADAM	2018	4	-0.79
279059	20803	51	WILLIAMS, ROBERT B.	2018	4	-0.01
283960	22405	10	SMITH, JUSTINA & BRAITHWAITE, WINSTON	2018	4	-0.30



286765	21001	29	148-50 VIRGINIA ASSOCIATES, L.L.C.	2018	4	-0.01
286823	20602	11	FLORES, CELIO & UNISTA	2018	4	-0.05
287458	20602	86	ORIGENES, ESTÉLITA & TERESA	2018	4	-0.02
289322	19303	28	TIC TOCK CONSTRUCTION LLC	2018	3	-7.61
297218	17601	26	JOYCE, W. & B., JOYCE-JOHNSON, M.	2018	4	-0.01
298463	16402	53	DAVIS-HENRY, LYNETTE & BONY, YVES	2018	4	-1.15
304055	14905	16	MCGINLEY DEVELOPERS, LLC	2018	4	-0.02
306340	13302	25	DUCKETT, KENNETH	2018	4	-0.39
309534	12003	35	14 VAN WAGENEN AVENUE CONDOMINIUM	2013	3	-5.66
310375	12006	15	2735 KENNEDY BLVD.ASC.,%J.R.WESTOCK	2018	3	-1.08
311159	12005	4	ELTEMSAH, NAGI & ABOULNAGA, AMAL A.	2018	4	-3.17
318733	12203	1	LEKIC, ROBERT & KELLY	2018	3	-0.01
323022	13502	22	NES REALTY, L.L.C.	2018	4	-0.53
324582	15103	11	BERBANO TRUST C/O LINDA MASTEN ESQ.	2018	4	-0.01
324863	15102	6	DE CRESCE, ELLIS N. & GRACE	2018	4	-0.33
324897	15102	9	DE CRESCE, ELLIS N.	2018	4	-0.09
326959	15003	20	WEST BERGEN HEIGHTS ASSOCIATES, LLC	2018	3	-0.62
329896	17102	12	JACOBSON,A.&SZYMANSKY,S/AS TRUSTEES	2018	4	-0.01
330878	16802	6	MALAK, RALPH	2018	4	-1.68
331967	16702	34	LINDEN AVENUE INVESTMENT GROUP, LLC	2013	4	-0.07
333427	17002	60	SPIVAK, DAMIEN & LEE, EVELYN ANN	2018	4	-0.01
334334	17003	33	COMMUNIPAW 786, LLC	2018	4	-0.01
335927	16901	26	POSNER, SAMUEL	2018	4	-0.03
338020	17902	12	609 HOUSE LLC.	2018	3	-0.87
339820	18702	17	EMMANUEL REALTY LLC.	2018	1	-2.64
339838	18702	18	EMMANUEL REALTY LLC.	2018	1	-2.88
341040	19703	28	THIND, IMRINJEET K.	2018	4	-0.01
342147	18604	46	MAYES, JACQUELINE	2018	3	-0.13
343871	18501	15	FAUDER, NADIRA	2018	4	-0.44
344127	18505	14	BAERGA, PETER & FAYE	2018	3	-0.32
358499	22605	3	61 ORIENT JC LLC	2018	3	-0.24
360990	21401	18	WYCHAKINAS, WILLIAM & PLUM, MARA	2018	3	-0.01
361949	21403	39	KRAUSZ,SHLOME & SARAH	2018	3	-0.08
363895	22702	35	CORDERO, FREDERIC	2018	4	-0.01
364661	22701	36	664 OCEAN,LLC	2018	3	-1.98
376855	19004	36	MONITOR MAPLE LLC	2018	3	-0.76
376863	19004	1	MONITOR MAPLE LLC	2018	3	-0.83
376871	19004	37	MONITOR MAPLE LLC	2018	3	-1.51
377101	19004	2	MONITOR MAPLE LLC	2018	3	-0.87
377119	19004	3	MONITOR MAPLE LLC	2018	3	-0.80

377127	19004	4		MONITOR MAPLE LLC	2018	3	-0.80
377135	19004	5		MONITOR MAPLE LLC	2018	3	-0.80
387712	6603	26		ANGARA, A. & L. LOZANO, M. BERBERABE S.	2018	3	-0.01
387712	6603	26		ANGARA, A. & L. LOZANO, M. BERBERABE S.	2018	4	-0.01
390583	20601	62		ROXAS, D., S., Z. & CARIAGA, A.	2018	4	-5.00
398297	12802	13		JONES, ROGER & KANDELL, SUSAN	2018	3	-0.29
399675	12005	1	C0112	SULLIVAN, DONNA ANNE V. & MINERVINI, A.	2018	3	-0.26
401885	28201	22		CRUZ, JUAN R. & MARIBEL	2018	4	-0.01
411041	3701	50	C0007	JOYAG, SOFRONIO	2018	4	-1.74
411918	13302	17	C0112	DOWNEY SIDE, INC. %CHURCH OF THE BL	2018	4	-2.06
412189	13302	17	C0313	DOWNEY SIDE, INC. %CHURCH OF THE BL	2018	4	-2.03
415737	6502	14	C0218	WU, JING & CHEN, QING	2018	4	-0.60
418418	6502	1	C0311	LOMBA, MARIA F. & JULIA F.	2018	4	-3.57
418921	6502	1	C0611	GURUNG, ARJUN & HITTA	2018	3	-0.02
420901	6502	2	C0203	CHENG, CHIU-MAY & LIAN JEN, TRUSTEE	2018	4	-4.45
422469	6502	2	C1007	CORDASCO, ALBA N.	2018	3	-0.10
422915	6502	2	C1216	WEBSTER, RICHARD S. & MAUREEN DUFFY-	2018	3	-0.25
423541	6502	2	C1701	CORTLAND 201 REALTY, LLC.	2018	4	-0.01
423657	6502	2	C1713	LOMBA, JULIA F.	2018	4	-2.48
423731	5101	3	C0101	KIM, EUGENE	2018	4	-0.35
426114	8803	15	C0102	MESSNER, KENNETH	2018	4	-1.09
428862	28204	46		DINIELLI, NANCY	2018	3	-1.35
430991	12002	3	C0002	RAVI REAL ESTATE, LLC	2018	4	-0.31
431445	12002	3	C0506	RIVEROS, MARISELA	2018	4	-0.01
431858	14802	12	C0207	FELICIA, GLADYS C.	2018	4	-0.30
434019	14401	13	C0502	SKULSKI, EMIL A.	2018	4	-0.03
436550	26401	34	C0102	RAVI REAL ESTATE, LLC	2018	4	-0.45
436931	26401	1	C0306	KURTZWALD, RACHEL	2018	4	-0.47
437723	27503	11	100 C0084	MREEDAZZLE LLC	2018	3	-0.25
441592	27503	11	P0036	GOMEZ, LUIS & MARTA H/W	2018	3	-0.14
453225	13303	25	C0214	ALANO, ELIZABETH	2018	4	-2.50
457051	16601	15	C0044	PAOLUCCI, JANINE	2018	4	-0.11
459487	7302	2 4	C0906	LEE, JENNIE	2018	4	-0.03
460543	7302	2 4	C2109	LANE, HSIAO-CHUN	2018	3	-0.44
467738	12309	11	C0301	RAGOONANAN, SHEILA	2018	4	-0.21
468892	13302	23	C0312	RAVI REAL ESTATE LLC	2018	4	-0.46
472035	3406	15	C0026	QUINETTE, JOHNSON	2018	4	-0.75
476176	2603	1	C8001	AAKASH REALTY, LLC	2018	3	-3.04
477372	18301	6	C0103	MOMAQ HOLDING, LLC.	2018	3	-0.86
481218	26102	7	C0523	VINLUAN, ANTONIO & ARDESSIE	2018	4	-0.01

483602	20101	16		TORRES, HENRY & HERNANDEZ, SUYEN	2018	3	-0.54
483883	14106	41	C0204	ANAGLATE, DAVID K.	2018	4	-9.17
490862	26102	7	C1904	WEAVER, GLENN P.	2018	3	-2.42
490862	26102	7	C1904	WEAVER, GLENN P.	2018	4	-3.88
491985	26102	7	C1423	FLOOD, PHILIP & HELEN	2018	4	-0.12
492454	26102	7	C1523	JACKSON, PATRICIA	2018	4	-0.01
492488	26102	7	C1802	VERANO, CELINDA T.	2018	3	-0.01
493288	7302	2	5	NC HOUSING ASSOCIATES #100 CO.	2018	3	-0.60
495564	26102	7	C2302	JONES, IRIS M.	2018	3	-0.05
495564	26102	7	C2302	JONES, IRIS M.	2018	4	-1.01
496638	25101	41		PORTILLO, JUAN & DORA	2018	3	-1.92
507384	5601	9		AMANTE, TESSIE	2018	4	-2.96
508432	2905	11	C0001	NEUMANN, ANN & LEE LEVINE	2018	4	-3.55
512350	29101	34		BAUTISTA, FILOMENA & NOEL	2018	3	-2.24
514810	27503	20	P0042	ALVES, FELIPPE & MELISSA	2018	3	-0.03
516724	11606	1		BATTERY VIEW S C HOUSING%MIMC	2018	1	-0.97
517417	14404	1	C0410	NADER, MICHELINE, AS TRUSTEE	2018	4	-0.07
517540	14404	1	C9011	GRAHAM, GEORGE K. & DOROTHEE I.	2018	4	-0.01
519363	11203	26	C0402	COPPOLINO, MICHELE	2018	4	-3.43
521858	15901	24	C0424	VAGHJI, LALJI	2018	3	-0.17
523001	7302	2	3	X NOC VI LAND ASSOCIATES, LLC	2018	1	-0.12
527887	5202	15	C0102	PRADET, STEVEN & KIM, YEONJOO H/W	2018	4	-0.01
529792	27503	11	206	C0041 100 KELLOGG STREET, LLC C/O JOE TEAL	2018	3	-6.45
533596	26102	15	C2806	OJELADE, MICHAEL	2018	3	-0.04
535781	11004	17	C0003	PLUMBER, MAZAHIR	2018	3	-0.01
548685	6102	5	C0101	BARRON, MAURICE & KANDICE	2018	4	-0.84
557165	3903	13	C0301	KADIA, TEJAS D.	2018	4	-0.01
569327	7302	54	X	NOC VII C/O UBS R.E. LEASE ADMIN	2018	4	-6.00
570340	11905	2		VAN WAGENEN TERR. % ARK MANAGEMENT	2018	3	-5.92
575770	27503	22	C4052	RRL REAL ESTATE, LLC	2018	3	-2.04
578050	6401	4		CONSOLIDATED RAIL	2018	3	-0.41
582105	702	45		SHAH, KAUSHIK	2018	3	-0.19
584175	29701	10		SRINAN PROPERTIES, LLC.	2018	3	-2.00
587215	28505	6		DISLA, MERCEDES	2018	4	-9.01
588485	5706	7		SANTAMAURO, MARIO & EMILIO CRINCOLI	2018	4	-0.18
588600	10703	18		KENNEDY LOFTS, LLC	2018	4	-3.30
590570	10701	5		910 BERGEN RLTY LLC C/O HIRSCHMANN	2018	3	-3.19
590955	6102	4	C0404	MAGRATH, TAYLOR, LEO, & LAURA	2018	4	-4.98
591535	6102	4	C0915	SUSSMAN, JOSHUA A.	2018	4	-6.46
593175	3805	8		NY225, LLP	2018	4	-1.12

594975	20401	29		SACKROOLAR, SHAFFIKUL	2018	3	-0.01	
595225	26202	81		NB CATOR AVENUE LLC	2018	3	-0.62	
601345	8603	6	C0305	PIROZZI, ANTHONY & PIROZZI, CARA	2018	3	-0.35	
601345	8603	6	C0305	PIROZZI, ANTHONY & PIROZZI, CARA	2018	4	-0.14	
601345	8603	6	C0305	PIROZZI, ANTHONY & PIROZZI, CARA	2018	4	-0.55	
602660	13601	2	C1001	TONG, GUOLING	2018	4	-7.24	
613730	15906	8	C1305	LAU, JENNIFER	2018	4	-1.13	
614380	15906	8	P0053	BUYSMAN, YVONNE	2018	3	-0.05	
615240	15906	8	P0225	HUANG, SHIQIONG	2018	4	-5.08	
623480	11608	1	C2903	SUN, QIULI	2018	4	-2.00	
624285	11608	1	C4702	SARIKARDASOGLU, AYSUN	2018	3	-0.32	
628485	12608	6	C0313	LONG, ANDREA & LONG, MELANIE	2018	4	-0.04	
628850	12608	5	C0302	ILC DIXON MILLS CONDO LLC	2018	4	-0.10	
630790	13002	28	C0601	ENG, CATHERINE	2018	3	-0.50	
630945	15201	40	X	NEW COMMUNITY HUDSON SR HOUS. CORP	2016	4	-1.68	
631445	14506	1	C1913	KANDULA, MALLIKARJUN	2018	3	-9.19	
632130	14506	1	C3011	DANGI, SHAILESH & MANJREKAR, VARSHA	2018	4	-0.01	
632285	14506	1	C3309	LU, SIQI	2018	4	-2.06	
635815	7701	5	C0335	NAIK, AJINKYA & JOSHI, VIBHATI	2018	4	-2.32	
636240	7701	5	C0552	MCKENZIE, SHARON E.	2018	4	-0.15	
636400	7701	5	C0644	SHUCHMAN, MICHAEL & LISA	2018	4	-2.15	
638520	10004	1	C0814	MEHTA, BIALBIR	2018	4	-1.00	
640315	26406	20	X	45-51 MLK URBNA RENEWAL CO., INC.	2018	2	-8.72	
641970	24002	1	C8001	NEW HEAVEN DAY CARE CENTER LLC	2018	4	-7.35	
642130	16902	27	C0001	SARTOGA, SUSAN	2018	4	-0.50	
642230	14601	22		HOUSING AUTHORITY OF JERSEY CITY	2014	1	-8.51	
642785	11603	24	C0903	WONG, PETER	2018	4	-0.01	
643535	11603	24	C2901	REDDY, MEDAPALLY P. & MEDAPALLY, S.	2018	3	-0.05	
643980	11603	24	C4002	STOKES, MARK	2018	4	-0.85	
645980	11007	16	C0208	CHAU, WILLIAM & WONG, ALICE S.	2018	3	-1.84	
652715	5304	29	2	B01	CONSOLIDATED RAIL	2018	3	-0.54
653385	13103	2		MTGMRY TWS CO-OP % T.K.R.PROP.	2018	4	-0.01	
654025	13003	1	C3.90	90 COLUMBUS CO., LLC % PANEPINTO PR	2018	4	-0.01	
654040	20004	16	X	MORRIS CANAL REDEVELOPMENT AREA CDC	2018	2	-0.01	
654040	20004	16	X	MORRIS CANAL REDEVELOPMENT AREA CDC	2018	3	-0.01	
654145	2102	4	X	HUDSON LUTHERAN HOUSING CORP.	2018	2	-0.72	
654190	26404	13	X	99 RUTGERS URBAN RENEWAL, L.P.	2018	4	-7.49	
654510	10303	47	1	MEHTA, VIRAJ & JASMIN	2018	3	-0.20	
656380	11403	4	1	C0401	ANDRE, BENOIT & SERVEL J. & SAULO, J.	2018	3	-0.01
657325	20005	3	C0405	VO, HUBERT & LI, YANQUN	2018	3	-1.54	

657705	11502	9	1	C0501	BHAVARAJU,MURTHY&LAKKARAJU,SUSHMA	2018	3	-3.32
660140	3001	47		C0001	SMALL, KEVIN R. & POKLER, NANCY	2018	4	-0.01
661365	15906	8		C4040	ZHOU, YIMING & GENG, SHUFANG	2018	3	-0.08
662880	7806	18	1	C0303	WILE, HALEY & PERRETTA, ROBERT	2018	4	-0.01
663320	10802	36		X	DEVI MA NEWKIRK, LLC	2018	4	-0.21
663940	7001	1		B01	MILO REALTY CORPORATION	2018	4	-0.01
665320	9806	8		C0403	BALAHADIA, BRIAN, OFELIA, & LEE, J.	2018	4	-4.03

283 rows

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

City Clerk File No. Res. 19-030

Agenda No. 10.E

Approved: JAN 24 2019

TITLE:



## RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

**WHEREAS**, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

**WHEREAS**, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

**WHEREAS**, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell one hundred and thirty three (133) motor vehicles.
2. The successful bidder shall be required to pick up the motor vehicles at the impound operator's facility, 10 Linden Avenue East, Jersey City, NJ 07305 using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than five business days after the sale.
3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.
4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.
5. Vehicles will be auctioned as bulk. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.
6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.
7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.

TITLE: **JAN 24 2019**

**RESOLUTION AUTHORIZING THE PURCHASING AGENT TO  
SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC  
AUCTION**

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

<u>NUM</u>	<u>Year</u>	<u>Make</u>	<u>Type</u>	<u>VIN#</u>	<u>Minimum Bid</u>
1	2013	HM	NTRRL	HMDJC2013114	\$45,250.50
2	1999	MAR	CABIN	EF100570C999	\$45,090.00
3	2007	TOY	4DR	4T1BE46K47U192340	\$31,344.90
4	2001	CHE	2DR	2G1WX15K619284126	\$22,234.80
5	1998	FOR	2DR	1FAFP404XWF171480	\$19,082.70
6	1998	HON	4DR	1HGCG1651WA015757	\$18,928.50
7	2002	MB	2DR	WDBLJ65G42T119852	\$14,209.80
8	2001	BUI	4DR	1G4HP54K41U235160	\$13,882.50
9	2012	FOR	4DR	1FAHP3F26CL118197	\$6,995.86
10	2009	ACU	4DR	JH4CU26619C016372	\$6,574.02
11	2000	JEE	4DR	1J4GW48S7YC296276	\$6,643.97
12	2001	MB	2DR	WDBLK65G41T071779	\$6,643.97
13	2005	CHE	4DR	1G1ZS52885F182920	\$6,611.98
14	2006	CHE	4DR	2G1WC581669404097	\$6,516.01
15	2005	HYU	4DR	KMHWF25S35A188248	\$6,516.01
16	2004	TOY	2DR	4T1CE30P54U777233	\$6,036.16
17	2010	CHE	4DR	2G1WA5EK5A1196448	\$5,940.19
18	2003	FOR	2DR	1FTSX31F13EA54312	\$11,716.40
19	1997	TOY	4DR	4T1BG22K8VU804959	\$5,748.25
20	1983	KAW	MC	JKAKZFF1XDA000213	\$5,620.29
21	2007	NIS	4DR	3N1AB61E07L662933	\$5,140.44
22	2006	FOR	4DR	1FMEU74E96ZA12544	\$10,180.88
23	2003	FOR	SUV	1FMZU73K93UA35694	\$5,140.44
24	2016	NIS	4DR	1N4AL3AP5GC273877	\$5,012.48
25	2001	NIS	VAN	4N2ZN16T31D821889	\$5,012.48
26	2002	HON	2DR	1HGEM22962L067660	\$4,916.51
27	1997	PON	4DR	1G2HX52K0VH260258	\$4,884.52
28	2002	CHE	SUV	3GNFK16Z32G290286	\$9,605.06
29	2000	HON	VAN	2HKRL1863YH615489	\$4,852.53
30	1992	CHE	2DR	1G1FP23EXNL131783	\$4,820.54
31	1999	TOY	2DR	2T1CF28P9XC182161	\$4,820.54
32	1994	TOY	4DR	4T1GK12E6RU032251	\$4,820.54

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33	2004	CHE	VAN	1GCDM19X34B131798	\$9,477.10
34	2008	FOR	4DR	2FAHP71VX8X101602	\$4,756.56
35	2003	CHE	4DR	2G1WF52E839299318	\$4,756.56
36	2004	NIS	4DR	1N4BA41EX4C863907	\$4,724.57
37	2004	CHE	4DR	1GNET16S646195463	\$9,349.14
38	2007	ISU	2DR	4KLC4B1U77J801656	\$15,591.46
39	2003	CHE	4DR	2G1WH52K039349483	\$4,692.58
40	2001	FOR	4DR	1FAFP55S01G263200	\$4,660.59
41	2003	INF	4DR	JNKCV51E63M023445	\$4,628.60
42	2004	NIS	4DR	JN8AZ08W14W325945	\$4,628.60
43	2004	HON	4DR	5FNRL18584B039138	\$4,628.60
44	1999	NIS	4DR	1N4DL01D7XC173779	\$4,596.61
45	2004	HON	2DR	1HGEM22924L032925	\$4,596.61
46	2002	PON	4DR	1G2NW52E52M601012	\$4,596.61
47	2003	VW	4DR	3VWVH69M63M188142	\$4,564.62
48	2009	CHE	4DR	1G1ZF57599F110911	\$4,564.62
49	2006	CHE	4DR	2G1WC581569406701	\$4,564.62
50	2010	NIS	4DR	JN8AZIMW6AW130401	\$4,564.62
51	2003	BMW	4DR	5UXFA53523LV87122	\$9,029.24
52	2007	SAT	4DR	1G8ZV57747F254658	\$4,532.63
53	2004	TOY	4DR	2T1KR32E64C314904	\$4,532.63
54	2006	MAZ	VAN	JM3LW28J560557622	\$4,532.63
55	2003	MER	4DR	1MEFM50253G614582	\$4,500.64
56	2002	FOR	4DR	1FAFP58S12A249239	\$4,404.67
57	2004	NIS	4DR	1N4BA41E54C829857	\$4,404.67
58	2011	CHE	4DR	KL1TG5DEXBB144231	\$4,404.67
59	2010	HON	4DR	2HGFA1F52AH548046	\$4,404.67
60	2001	CHR	4DR	2C3AE66G21H712153	\$4,404.67
61	1994	VOL	4DR	YV1LS5717R2115113	\$4,372.68
62	1998	DOD	2DR	1B7HF16Z3WS747585	\$8,645.36
63	2002	FOR	4DR	1FMZU73EX2UB90084	\$4,372.68
64	2003	YAM	MOTO	JYARN10E83A011963	\$4,340.69
65	2005	HYU	4DR	KMHFU45E75A408194	\$4,276.71
66	2007	FOR	4DR	1FAFP24117G100409	\$4,244.72
67	2000	CHR	2DR	3C3EL55H5YT207253	\$4,244.72
68	2002	JAG	4DR	SAJEA51C52WC41209	\$4,180.74
69	1999	FOR	4DR	1FMRU1868XLB71464	\$8,261.48
70	2007	FOR	TRK	1FTPW14517FB12791	\$8,261.48
71	2002	GMC	SUV	1GKFK16ZX2J324901	\$8,197.50
72	2005	NIS	4DR	1N4BL11E35C303544	\$4,148.75
73	2008	NIS	4DR	1N4AL21E58N474662	\$4,116.76
74	1995	HON	4DR	JHMRA1878SC022243	\$4,116.76
75	2005	FOR	4DR	1FAFP56U25A307576	\$4,084.77
76	2002	LIN	4DR	5LMFU28R42LJ01209	\$7,941.58
77	2001	NIS	4DR	JN1CA31D21T815977	\$3,988.80
78	2001	MER	4DR	1MEFM50U01A643053	\$3,924.82
79	2001	JEE	4DR	1J4GW48S91C697608	\$3,924.82



City Clerk File No. Res. 19-030Agenda No. 10-ETITLE: JAN 24 2019

80	2006	CAD	4DR	1G6DW677760162659	\$3,924.82
81	2000	HON	4DR	1HGCG6693YA138091	\$3,892.83
82	2006	MAZ	4DR	1YVFP80CX65M06856	\$3,892.83
83	2009	VOL	4DR	YV1AS982591102582	\$3,892.83
84	1997	PON	4DR	1G2HX52K1VH227950	\$3,892.83
85	2006	DOD	4DR	1B3EL46X46N279250	\$3,796.86
86	2002	CHE	4DR	2G1WF52E029353841	\$3,764.87
87	2012	JON	SCOT	L8YTCKPM3CMC00364	\$3,764.87
88	2002	FOR	4DR	1FMZU72EX2UB34258	\$3,732.88
89	2002	CHE	4DR	1GNDT13S622243516	\$3,700.89
90	2000	HON	4DR	1HGCG6687YA099285	\$3,534.97
91	2004	BUI	4DR	3G5DB03E64S560209	\$3,700.89
92	1998	HON	2DR	1HGEJ6226WL088646	\$3,700.89
93	2004	NIS	4DR	1N4BA41E74C928440	\$3,668.90
94	2004	BMW	4DR	WBAEU33404PR07349	\$3,572.93
95	2006	INF	4DR	JNKC51F66M609785	\$3,572.93
96	2007	CHR	4DR	2A4GP44R27R324586	\$3,572.93
97	1999	NIS	4DR	1N4DL01D6XC139638	\$3,540.94
98	1998	HON	4DR	1HGCG5645WA122678	\$3,540.94
99	1998	NIS	4DR	JN8AR05Y3WW212247	\$3,540.94
100	2006	NIS	4DR	1N4AL11D46N372929	\$3,476.96
101	2000	HON	4DR	2HGEJ6610YH592868	\$3,444.97
102	2005	HON	4DR	2HGES26785H569389	\$3,412.98
103	2003	MIT	4DR	JA3AJ26E53U044166	\$3,380.99
104	2004	SUB	4DR	4S3BH806047623863	\$3,380.99
105	2004	PON	4DR	2G2WS522X41133749	\$3,380.99
106	2004	GMC	4DR	1GKEC13V34R228722	\$6,598.00
107	2004	JEE	SUV	1J4GL48K94W118435	\$3,317.01
108	1999	MER	4DR	1MEFM6532XK638509	\$3,317.01
109	1998	TOY	4DR	1NXBR12E1WZ044633	\$3,285.02
110	2000	HON	4DR	1HGCG5641YA128822	\$3,253.03
111	2003	BMW	4DR	5UXFA53593LV93743	\$6,342.08
112	1993	SUZ	MC	JS1SP44A7P2100460	\$3,221.04
113	2001	DOD	VAN	2B8GT54L81R370655	\$3,221.04
114	2006	NIS	4DR	JN8AZ08W96W546020	\$3,189.05
115	2004	HYU	4DR	KMHDN46D44U727088	\$3,189.05
116	1994	TOY	4DR	4T1SK12E3RU474575	\$3,189.05
117	2008	FOR	4DR	3FAHP07Z88R262286	\$3,157.06
118	2004	NIS	4DR	5N1BV28U64N315337	\$3,093.08
119	2000	BMW	4DR	WBAAM3332YFP68357	\$3,061.09
120	2003	HON	4DR	5FNRL18653B010171	\$3,029.10
121	2000	BUI	4DR	2G4WS52J7Y1244909	\$2,997.11
122	2000	CHE	VAN	1GNDX13E5YD218585	\$2,997.11
123	1995	TOY	4DR	4T1GK12E3SU087679	\$2,965.12
124	1998	LIN	2DR	1LNFM92V1WY642356	\$2,543.28
125	2008	PON	4DR	1G2ZG57B984309871	\$2,453.28
126	2006	NIS	4DR	5N1BV28U96N107083	\$2,453.28

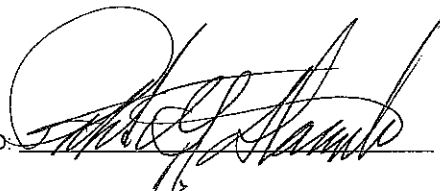
City Clerk File No. Res. 19-030

Agenda No. 10.E

TITLE: JAN 24 2019

127	2005	CHR	4DR	2C4GM68445R578547	\$2,421.29
128	2006	NIS	4DR	1N4AL11D26N417690	\$2,421.29
129	2012	HON	4DR	1HGCP2F66CA229525	\$2,389.30
130	1999	LEX	4DR	JT8BH68X9X0020276	\$2,325.32
131	2001	FOR	4DR	1FMZU83P21UB12274	\$2,325.32
132	1996	FOR	2DR	1FALP62W4TH165686	\$2,293.33
133	2004	BMW	4DR	WBAGN63474DS47397	\$2,229.35

January 7, 2019

APPROVED:   
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  R.R.  
1-11-19  
 Corporation Counsel

Certification Required

Not Required

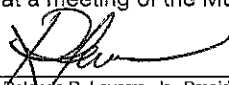
APPROVED **9-0**

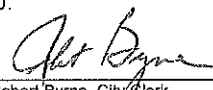
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ 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 PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION**

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jcnj.org mvalenti@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 City of Jersey City ("City") acquired title to various motor vehicles, which were impounded, and these vehicles have salvage value.
- ✚ The City is offering to sell one hundred and thirty three (133) motor vehicles.
- ✚ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- ✚ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ✚ The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

**Cost (Identify all sources and amounts)**

[Empty box for cost information]

**Contract term (include all proposed renewals)**

[Empty box for contract term information]

**Type of award**

Auction Resolution

**If "Other Exception", enter type**

[Empty box for other exception type]

**Additional Information**

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 19-031

Agenda No. 10.F

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN



**RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES RELATING TO THE SIX (6) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, as the result of a lawsuit, the City of Jersey City v. Washington Commons LLC, Doc. HUD L-1957-11 the City of Jersey became the owner of six, (6) residential condominium units located at 311 Washington Street; and

**WHEREAS**, in accordance with N.J.S.A. 46:8B-15 and N.J.S.A. 46:8B-17, condominium unit owners are responsible for payment of its share of common expenses based upon the owner's undivided percentage interest in the common areas of the building as set forth in the master deed; and

**WHEREAS**, the average estimated monthly installments due for ordinary common expenses for all six (6) units is \$4,605.19 a month/approximately \$55,262.28 a year; and

**WHEREAS**, the City will need to pay the condominium association common expenses for 2019 which will total approximately \$55,262.28; and

**WHEREAS**, pursuant to N.J.S.A. 46:8B-219 (f) unpaid common area charges subject a unit to foreclosure in the same manner as a mortgage and the unit owner may be sued; and

**WHEREAS**, funds in the amount of \$15,000.00 will be made available in the City's 2019 temporary, permanent and future year budgets in operating account # 01-201-31-432-304; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year temporary, permanent and future year budgets.

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

1. The Mayor or Business Administrator is hereby authorized to pay the common expense charges for the six (6) condominium units at 311 Washington Street in the amount of \$4,605.19 per month or approximately \$55,262.28 per year;
2. Funds in the amount of \$15,000.00 will be made available in the City's 2019 temporary budget in operating account #01-201-31-432-304;
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 2019 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year permanent budget.

City Clerk File No. Res. 19-031

Agenda No. 10.F

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES RELATING TO THE SIX (6) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.**

I Donna Mauer (Donna Mauer), Chief Financial Officer, certify that funds in the amount of \$15,000.00 are available in Account #01-201-31-432-304 and the balance shall be made available to the Division of Real Estate in the City's permanent budget.

Requisition # 0186720 P.O.# 132148

AMM/pr

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

Certifi

Not R

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												1.24.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY				YUN				RIVERA					
PRINZ-AREY				SOLOMON				WATTERMAN					
BOGGIANO				ROBINSON				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



# CITY OF JERSEY CITY

Requisition #

0186720

Assigned PO #

## Requisition

**Vendor**  
WASHINGTON COMMONS  
CONDOMINIUM ASSOCIATION  
311 WASHINGTON ST  
JERSEY CITY NJ 07013  
WA580339

**Dept. Bill To**  
DIVISION OF REAL ESTATE  
MUNICIPAL COURT BUILDING  
365 SUMMIT AVENUE  
JERSEY CITY NJ 07306

**Dept. Ship To**

**Contact Info**  
Peggy Rausch x5234  
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RESOLUTION	0120131432304	15,000.00	15,000.00
THIS PURCHASE ORDER IS FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FPR COMMON EXPENSES FOR 6 CONDO UNITS AT 311 WASHINGTON STREET NAME OF CONTRACT: WASHINGTON COMMONS CONDO ASSO. TOTAL CONTRACT: \$55,262.28 ENCUMBRANCY: \$15,000.00 TO COVER FROM 1/1/19-3/31/19 PAYMENTS WILL BE MADE FROM TIME TO TIME ON P[ARTIAL] PAYMENT VOUCHERS					

**Requisition Total 15,000.00**

Req. Date: 01/03/2019

Requested By: PEGGYR

Buyer Id:

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

**This Is Not A Purchase Order**

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

City Clerk File No. Res. 19-032

Agenda No. 10.G

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT  
JARRETT BLAIR V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL** offered and moved adoption of the following Resolution:

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

**WHEREAS**, Jarrett Blair ("plaintiff") filed a lawsuit against the City of Jersey City, Officer George Graham, Jr., Officer Jarely Rodriguez and Officer Concepcion Minervini in the United States District Court for the District of New Jersey, Civil Case No.: 2:15-cv-00288; and

**WHEREAS**, the Complaint alleges various violations of plaintiff's civil rights including malicious prosecution, false arrest and excessive force; and

**WHEREAS**, the Corporation Counsel has recommended a settlement in the amount of \$70,000.00 because of the litigation risk involved; and

**WHEREAS**, plaintiff has agreed to this settlement and has signed a release and stipulation of dismissal; and

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

**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 \$70,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$70,000.00 payable to plaintiff.

CR  
1/14/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]  
Rafael 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 Resolution**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT JARRETT BLAIR V. CITY OF JERSEY CITY, ET AL.**

**Initiator**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	(201) 547-4667	<a href="mailto:pbaker@icnj.org">pbaker@icnj.org</a>

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

**Resolution Purpose**

This civil matter arises out of plaintiff's allegations that the City of Jersey City, Officer George Graham, Jr., Officer Jarely Rodriguez and Officer Conception Minervini violated plaintiff's civil rights including malicious prosecution, false arrest and excessive force. The Corporation Council respectfully submits that the City Council approve a settlement for a total payment of \$70,000 to the plaintiff.

**I certify that all the facts presented herein are accurate.**

  
**Signature of Department Director**

Jan. 16, 2019  
**Date**

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

City Clerk File No. Res. 19-033

Agenda No. 10.H

Approved: JAN 24 2019

TITLE:



## RESOLUTION ADOPTING THE STATE OF NEW JERSEY CITIZEN PARTICIPATION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) SANDY RECOVERY PROGRAM

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

**WHEREAS**, on November 20, 2018, via Resolution 18-1018, the City of Jersey City ("City") accepted a grant from the New Jersey Department of Environmental Protection (NJDEP) Resilient NJ Program as the Lead Coordinating Entity of the Regional Team comprised of the City of Hoboken, the City of Bayonne, the City of Newark, the Ironbound Community Corporation, and HOPES Community Action Partnership, Inc.; and

**WHEREAS**, the term of this grant is from the date that the subrecipient agreement with NJDEP is signed until June 30, 2022.

**WHEREAS**, NJDEP requires recipients of Resilient NJ Program funds to adopt a written Citizen Participation Plan, in accordance with federal regulations; and

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

1. The City of Jersey City agrees to adopt, in full, the State of New Jersey Department of Community Affairs "Citizen Participation Plan, CDBG-Disaster Recover" March 12, 2013 (CDBG-DR Citizen Participation Plan attached hereto) in order to provide citizen participation opportunities required by CDBG-DR regulations as applicable for this project; and
2. The City of Jersey City will follow all regulations set forth in the CDBG-DR Citizen Participation Plan for the term of the grant.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1. 24. 19				1. 24. 19				1. 24. 19			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Resolution**

**RESOLUTION ADOPTING THE STATE OF NEW JERSEY CITIZEN PARTICIPATION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) SANDY RECOVERY PROGRAM**

**Initiator**

Department/Division	Business Administration	Office of Sustainability
Name/Title	Katherine Lawrence	Director of Sustainability
Phone/email	KLawrence@cnj.org	201-547-4632

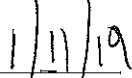
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Adopts the State of New Jersey’s suggested Citizen Participation Plan for the acceptance of Community Development Block Grant Disaster Recovery (CDBG-DR) Sandy funds under the “Resilient New Jersey” Program. This adoption is necessary for the acceptance of grant funds that the City has applied for and accepted as the lead for a regional team.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**

**STATE OF NEW JERSEY**  
**Department of Community Affairs**

**CITIZEN PARTICIPATION PLAN**  
**CDBG-DISASTER RECOVERY**

The primary goal of the New Jersey Citizen Participation Plan is to provide all New Jersey citizens with an opportunity to participate in the planning, implementation, and assessment of the State's CDBG-DR\* Sandy recovery program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen involvement in the community development process. The State will provide all citizens with the opportunity to participate, with emphasis on low and moderate income individuals, and access by non-English speaking or those requiring special options due to disabilities, and in CDBG-DR targeted communities.

New Jersey has developed a specific Citizen Participation Plan to meet the requirements of the CDBG Disaster Recovery (CDBG-DR) funding for Superstorm Sandy. The Plan reflects the alternative requirements as specified by the U.S. Department of Housing and Urban Development (HUD) in the Federal Register (FR-5696-N-01) and notice of specific waivers. The State will ensure that any local governments or subrecipients who receive funds will have a citizen participation plan that meets the CDBG-DR regulations and takes into consideration the waivers and alternatives made available under CDBG-DR funding.

The New Jersey Citizen Participation Plan for CDBG-DR Sandy Recovery will be placed on official website of the Department of Community Affairs at [www.state.nj.us/dca/](http://www.state.nj.us/dca/).

In order to facilitate citizen participation requirements and to maximize citizen interaction in the development of the New Jersey Disaster Recovery Action Plan, substantial amendments to the Action Plan, and the quarterly performance reports, the State has laid out targeted actions to encourage participation and allow equal access to information about programs by all citizens, especially those of low and moderate income, those living in slum and blighted areas and in areas where Community Development Block Grant Disaster Recovery (CDBG-DR) funds are proposed to be used, non- English speaking persons, minorities, and those with disabilities. The State also encourages the participation of statewide and regional institutions and other organizations (including businesses, developers, and community and faith-based organizations) that are involved with or affected by the programs or activities covered by the Action Plan.

\*As revised, the Plan also applies to Irene CDBG-DR funds. The state intends for the most recent Citizen Participation Plan to be followed for all CDBG-DR funds, as the most updated Citizen Participation Plan with the applicable CDBG-DR waivers.

## I. Public Notices and Comment Period

While the citizen participation waivers provided by HUD permit a more streamlined public process, the State Citizen Participation Plan will ensure that there is reasonable and timely access for public notice, appraisal, examination, and comment on the activities proposed for the use of CDBG-DR grant funds. Although the waiver removes the requirement that a grant applicant must hold public hearings or meetings to disseminate information and collect citizen comments, the State has and will continue to coordinate outreach meeting with state entities, local governments, non-profits, private sector and involved associations. The State will also invite public comment to the New Jersey Disaster Recovery Action Plan and Substantial Amendments for a minimum seven (7) days, posted prominently and accessed on the Department of Community Affairs' official website. The State will use means such as press releases, posting notices on the Governor's website and links on other agency websites as appropriate, to maximize access of program information to the impacted citizens and businesses.

### A. New Jersey Disaster Recovery Action Plan

The State will prominently post a notice and the proposed Disaster Recovery Action Plan ("Action Plan") on the official website of the Department of Community Affairs. The Action Plan includes the following:

1. The amount of assistance expected to be received, based on projected amounts provided by HUD;
2. The range of activities that can be undertaken including the estimated amount that will benefit persons of low and moderate income;
3. Plans to minimize displacement of persons and assist any persons displaced;
4. An anticipated time schedule for submission of the Action Plan to the Department of Housing and Urban Development; and
5. Incorporation of and response to public comments received during the public comment period.

The Action Plan (as proposed and then when approved) will be made available for public review at [www.state.nj.us/dca/](http://www.state.nj.us/dca/). It will be made available in English and Spanish.

For those that otherwise cannot obtain a copy of the Action Plan, DCA will make copies available upon request at the Department of Community Affairs.

New Jersey Department of Community Affairs  
1<sup>st</sup> Floor Information Desk  
101 South Broad Street  
Trenton, New Jersey, 08625

The State will consider any comments or views received in writing or via email on the proposed Disaster Recovery Action Plan. The State will identify a deadline for the submittal of written comments on the proposed Plan; the period for the submittal of comments will be no less than seven (7) days. Written comments may be submitted to the Department of Community Affairs via email at [Sandy.Recovery@dca.state.nj.us](mailto:Sandy.Recovery@dca.state.nj.us), or to Post Office Box 800, Trenton, New Jersey 08625-0800. A summary of all comments received and responses will be included in the final Action Plan.

#### B. Substantial Amendments to the Action Plan

The State has defined Substantial Amendments to the Action Plan as those proposed changes that require the following decisions:

- Addition or deletion of any allowable activity described in the approved application
- The allocation or re-allocation of more than \$1 million
- Change in the planned beneficiaries

Those amendments which meet the definition of a Substantial Amendment are subject to public notification and public comment procedures. Citizens and units of local government will be provided with reasonable notice and an opportunity to comment on proposed Substantial Amendments to the Action Plan. A notice and copy of the proposed Substantial Amendment will be posted on the New Jersey Department of Community Affairs' official website. Copies will be provided upon request at DCA, if otherwise not accessible for review by any residents. Citizens will be provided with no less than seven (7) days to review and comment on the proposed amendment. Written comments may be submitted to the Department of Community Affairs via email at [Sandy.Recovery@dca.state.nj.us](mailto:Sandy.Recovery@dca.state.nj.us), or to Post Office Box 800, Trenton, New Jersey 08625-0800. A summary of all comments received responses will be included in the Substantial Amendment that is submitted to HUD for approval and posted to the Department of Community Affairs' official website.

Non-substantial Amendments to the Action Plan will be posted on the Department of Community Affairs' official website after notification is sent to HUD and the amendment becomes effective. Every Amendment to the Action Plan (substantial and non-substantial) will be numbered sequentially and posted on the website.

#### C. Performance Reports

The State must submit a Quarterly Performance Report (QPR) through HUD's Disaster Recovery Grant Reporting (DRGR) system no later than thirty (30) days following the end of each calendar quarter. Within three (3) days of submission to HUD, each QPR must be posted on the Department of Community Affairs' official website for public review and comment. The State's first QPR is due after the first full calendar quarter after the grant award. QPR's will be posted on a quarterly basis until all funds have been expended and all expenditures have been reported.

Each QPR will include information about the uses of funds in activities identified in the Action Plan as entered in the DRGR reporting system. This includes, but is not limited to: project name, activity, location, and national objective; funds budgeted, obligated, drawn down, and expended; the funding source and total amount of any non-CDBG-DR funds to be expended on each activity; beginning and actual completion dates of completed activities; achieved performance outcomes such as number of housing units complete or number of low and moderate income persons benefiting; and the race and ethnicity of persons assisted under direct-benefit activities. The State must also record the amount of funding expended for each contractor identified in the Action Plan. Efforts made by the State to affirmatively further fair housing will also be included in the QPR.

During the term of the grant, the grantee will provide citizens, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the approved program and to the grantee's use of grant funds as well as contracts procured with CDBG-DR funding. This information shall be posted on the grantee's official website [www.nj.gov/dca/](http://www.nj.gov/dca/), and provided on request.

## **II. Technical Assistance**

The State will provide technical assistance to facilitate citizen participation where requested, particularly to groups representative of persons of low and moderate income. The level and type of technical assistance shall be determined by the applicant/recipient based upon the specific need of the community's citizens.

## **III. Citizen Complaint Procedures**

The State will accept written citizen complaints from citizens related to the disaster recovery programs, the Action Plan, substantial amendments, or quarterly performance reports. Written complaints should be submitted via email to [Sandy.Recovery@dca.state.nj.us](mailto:Sandy.Recovery@dca.state.nj.us) or be mailed to:

New Jersey Department of Community Affairs,  
Post Office Box 800,  
Trenton, New Jersey 08625-0800  
Attention: Commissioner

The State will make every effort to provide a timely written response to every citizen complaint within fifteen (15) working days of the receipt of the complaint, where practicable.

The State will require that its Subrecipients follow a Citizen Complaint procedure reflective of the goals of the Citizen Participation Plan. A copy and/or summary of the citizen complaints received by subrecipients will be forwarded to the Department of Community Affairs. The complainant must be made aware by the subrecipient that if she or he is not satisfied with the response, a written complaint may be filed with the Department of Community Affairs.

All citizen complaints relative to Fair Housing/Equal Opportunity violations involving discrimination will be forwarded to the Department of Law and Public Safety, Office of the Attorney General, Division on Civil Rights. To file a fair housing complaint in New Jersey, please call:

**Trenton Regional Office**  
**609-292-4605**  
TTY: 609-292-1785

**Atlantic City Office**  
**609-441-3100**  
TTY: 609-441-7648

**Camden Office**  
**856-614-2550**  
TTY: 856-614-2574

**Newark Office**  
**973-648-2700**  
TTY: 973-648-4678

#### **IV. Citizen Participation Requirements for Subrecipients and Local Governments Participating in CDBG-DR Programs**

To ensure that subrecipients and applicants comply with Section 508 of the Housing and Community Development Act of 1974, utilizing the citizen participation waivers HUD provided, all units of local government which receive CDBG-DR funds must have a written and adopted Citizen Participation Plan that includes the following:

- A. Encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of areas in which CDBG-DR Funds are proposed to be used, and in the case of a grantee described in Section 106(a) of the Act, provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
- B. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed and actual use of funds under this program;
- C. Provides for technical assistance to groups representative of persons of low and moderate income who request assistance in developing proposals with the level and type of assistance to be determined by the grantee;
- D. Provides for reasonable opportunities to obtain citizen views, comments and to respond to proposals and questions at all stages of the community development program including at least the development of needs, the review of proposed activities, and review of program performance. In order to comply with the citizen participation requirement, information must be posted on the subrecipient or unit of local government's official website. If a unit of local government does not have an official website, the information must be posted in public places in the jurisdiction with directions as to where the information may be inspected. In addition to web posting or advertising, the public can also be made aware of a grant information by public service announcements and bulletins posted at public places. All comments must be responded to and maintained;



- E. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
- F. Identifies how the needs of non-English speaking residents will be met where a significant number of non-English speaking residents can be reasonably expected to participate.

The provision and implementation of a Citizen Participation Plan may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.

All subrecipients must adopt a Citizen Participation Plan and provide documentation of compliance throughout the term of the grant agreement. The components of the citizen participation plan and the kind of information necessary to meet the requirements are discussed in the following section.

#### **Components of the subrecipient citizen participation plan**

- A. **Program Design Phase.** The subrecipient shall determine plans and procedures to post and allow for public comment. Public comments shall be summarized and submitted with the information to the Department of Community Affairs, where practicable.
- B. **Implementation Phase.** During the term of the grant, the subrecipient will provide citizens, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the approved program and to the use of grant funds as well as contracts procured with CDBG-DR funding. Efforts should be made to post this information on the subrecipient's official website and provided on request.
- C. **Substantial Amendment to Approved Program.** The subrecipient shall make any substantial amendment to the programs available to the public on its website, where practicable, in addition to the already state inclusion of the Amendment on the Department of Community Affairs website.
- D. **Close-out.** The subrecipient shall make all performance reports available to the public on its website and upon request.
- E. **Technical Assistance.** The subrecipient must provide technical assistance to facilitate citizen participation where requested, particularly to groups representative of persons of low and moderate income. The level and type of technical assistance is determined by the applicant/recipient based upon the specific need of the community's citizens.
- F. **Complaint Procedures.** As stated earlier, each subrecipient must have written citizen and administrative complaint procedures. The procedure may be posted on the website or must provide citizens with the information relative to the location and hours at which they may obtain a copy of these written procedures.

Persons wishing to object to approval of a CDBG-DR programs may make such objection known to the Department of Community Affairs in writing. The State will consider objections made only on the following grounds:

- The applicant's description of needs and objectives is plainly inconsistent with available facts and data;
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; and
- The program does not comply with the requirements set forth in the Disaster Recovery Action Plan or other applicable laws.

Such objections should include identification of the requirements not met and, in the case of objections relative to item 1 on the previous page, supporting data.

#### **G. Performance Hearings**

Prior to close-out of the community development program, the subrecipient must have a public hearing to obtain citizen views and to respond to questions relative to the recipient's performance. This hearing shall be held after adequate notice, at times and locations convenient to actual beneficiaries and with accommodations for the disabled and non-English speaking persons provided.

Documentation must be maintained at the local level to support compliance with these requirements.

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

City Clerk File No. Res. 19-034

Agenda No. 10.1

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW  
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF  
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR  
2018 BODY ARMOR REPLACEMENT FUND**

**COUNCIL**  
the following resolution

**Offered and moved adoption of**

**WHEREAS**, the nature of police work creates a danger to the members of the Jersey City Police Department; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this danger; and

**WHEREAS**, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (FY 2018); and

**WHEREAS**, the Division of Criminal Justice provides funds to Municipalities to protect officers by funding body armor purchases for law enforcement; and

**WHEREAS**, the City of Jersey City has demonstrated the commitment to protect officers and, as a result, has been awarded the FY 2018 Body Armor Replacement Fund in the amount of **\$81,306.84**; and

**WHEREAS**, the Jersey City Police Department would like to accept the FY 2018 Body Armor Replacement Fund award in the amount of **\$81,306.84** from the New Jersey Department of Law and Public Safety, Division of Criminal Justice.

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

1. The City of Jersey City accepts **\$81,306.84** from the New Jersey Division of Criminal Justice on behalf of the Jersey City Police Department to purchase body armor for Police Officers; and
2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: *Shuang Ma*

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

\_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

*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 CITY OF JERSEY CITY TO  
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW  
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF  
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR  
2018 BODY ARMOR REPLACEMENT FUND**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Jaelyn Marcazo	Sgt.
Phone/email	(201) 547-4736	jmarcazo@njcps.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 accept the grant award in the amount of **\$81,306.84** from the FY 2018 Body Armor Replacement Fund.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Grant Funds

April 2018 until January 2021

**Type of award**

State - NJ Division of Criminal Justice

**If "Other Exception", enter type**

**Additional Information**

These grant funds are to be used exclusively to purchase body armor for police officers.

I certify that all the facts presented herein are accurate.

*Luana Morales*  
Signature of Department Director

11/17/19  
Date

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

City Clerk File No. Res. 19-035

Agenda No. 10.J

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE COUNTY OF HUDSON OFFICE OF CULTURAL & HERITAGE AFFAIRS/TOURISM DEVELOPMENT**

**COUNCIL, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, renovations to the Apple Tree House were completed in 2017; and

**WHEREAS**, the County of Hudson Office of Cultural & Heritage Affairs Tourism Development provides grants to facilitate historic programming related to Hudson County through partnerships and the programming of historic activities at the Apple Tree House; and

**WHEREAS**, the City of Jersey City is committed to ensuring that the Apple Tree House be used to celebrate Jersey City's rich history and seeks to promote historical interpretation through traditional as well as, original, compelling and creative methods that bring our past alive; and

**WHEREAS**, the proposed project will launch "Jersey City Second Annual History Alive Program".

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

1. The City of Jersey City hereby accepts grant funds of \$4,500.00 from the County of Hudson Office of Cultural & Heritage Affairs/Tourism Development for the purpose of planning and programming historic activities at the Apple Tree House;
2. The Office of Management and Budget is authorized to establish an account in the amount of \$4,500.00 for the Apple Tree House; and
3. The Mayor's or Business Administrator is authorized to execute the grant agreement attached hereto.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

R.R.  
1-14-19

APPROVED: \_\_\_\_\_

Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Acceptance of a Grant Award from County of Hudson Office of Cultural & Heritage Affairs/Tourism Development

**Initiator**

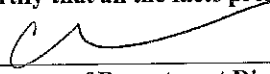
Department/Division	Mayor's Office	Jersey City Office of Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	(201) 549-6921	cgodman@jcnj.org

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

**Resolution Purpose**

The Apple Tree House be used to celebrate Jersey City's rich history and seeks to promote historical Interpretation through traditional as well as, original, compelling and creative methods bring our past alive. the County of Hudson Office of Cultural & Heritage Affairs Tourism Development provides grants to facilitate historic programming relate to Hudson County through partnerships and programming of historic activities at the Apple Tree House.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1/17/18  
\_\_\_\_\_  
Date



COUNTY OF HUDSON  
OFFICE OF CULTURAL & HERITAGE AFFAIRS/  
TOURISM DEVELOPMENT  
JUSTICE WILLIAM BRENNAN COURT HOUSE  
583 NEWARK AVENUE  
JERSEY CITY, NEW JERSEY 07306  
TEL: (201) 459-2070 • FAX: (201) 792-0729

THOMAS A. DEGISE  
COUNTY EXECUTIVE

GINA HULINGS  
DIRECTOR

January 3, 2019

Christine Goodman  
Director  
Jersey City Office of Cultural Affairs  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302-3610

CERTIFIED MAIL

Re: Request for Fiscal Year 2019 Hudson County History Partnership Program Grant

Dear Ms. Goodman:

On behalf of Hudson County Executive Thomas A. DeGise, the Hudson County Board of Chosen Freeholders, and the Hudson County Office of Cultural & Heritage Affairs/Tourism Development (HCOCHA/TD), I would like to take this opportunity to congratulate you and the Jersey City Office of Cultural Affairs for your award from the Fiscal Year 2019 (FY19) Hudson County History Partnership Program (HCHPP).

You requested \$8,000 in FY19 HCHPP funds for the "Jersey City Second Annual History Alive! Program." After careful review and deliberation, the HCHPP peer review panel has awarded you \$4,500 for this undertaking. Attached to this letter, please find a page of comments that the panel made regarding your application. We hope that you will find these observations helpful as you work toward successful completion of your project.

With regard to your grant award, please know that for FY19, HCOCHA/TD received a record number of HCHPP applications this year. Moreover, despite this increase, our office received exactly the same level of funding from the New Jersey Historical Commission (NJHC) as it did the past two years, causing the decision making process to be extremely difficult and resulting in lower than optimal awards to grantee organizations. As we are dedicated to growing this important program, we are also committed to finding additional resources from the NJHC and elsewhere so that the grant awards can be funded in a manner more befitting their merit.

In the coming days, you will receive two (2) copies of your FY19 HCHPP contract as well as a voucher. **When you receive them, please sign both copies and the voucher where indicated and return all three to this office. You must also prepare a numbered and signed invoice.** Once this office receives the signed contracts, signed voucher and numbered and signed invoice, you will be mailed a check for 75 percent of your FY19 HCHPP grant award.

**Page 2 of 3**

At the end of the FY19 grant cycle, this office will be asking you to file a final report, voucher and invoice. Once we receive the final report, voucher and invoice, you will be mailed a check for the final 25 percent of your FY19 HCHPP grant.

Again, congratulations on your award. We thank you for your continuing service to the people of the County of Hudson. If you have any questions, comments or concerns, please feel free to reach out to me.

Best wishes.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Waks", followed by a horizontal line.

Joe Waks, Esq.  
Arts and Program Coordinator  
Hudson County Office of Cultural &  
Heritage Affairs/Tourism Development



**City of Jersey City Division of Cultural Affairs  
"Jersey City Second Annual History Alive! Program"**

**FY19 Peer Review Panel Commentary**

- The panel thought that your project is meritorious and deserves funding;
- The members of the panel had visited the Apple Tree House and are impressed that the City of Jersey City has completed its renovation and continued use for historical programming;
- The panel was very positive about the original concept of "History Alive!" and is glad to see its continuation with the Second Annual History Alive! Program. The panel is elated about the continued use of the Apple Tree House as cultural space in an urban neighborhood;
- The panel was pleased with the inclusion of history and background of the Apple Tree House contained in your application;
- The panel was pleased that the Jersey City Office of Cultural Affairs is partnering with a reputable local arts organization such as Speranza;
- The panel is pleased that Jersey City Office of Cultural Affairs will be evaluating History Alive!" using feedback forms.
- The panel is hopeful that all of "History Alive!" will be recorded by Jersey City TV and posted on the City's YouTube channel;

**New Jersey Historical Commission  
Department of State**

**County History Partnership Program Contract**

This contract is between the New Jersey Historical Commission and

Grantee: Hudson County Office of Cult & Hert Aff

Grantee's address: 583 Newark Avenue  
Jersey City, New Jersey 07306-2301

Fiscal Year: 2019

Organization's chief financial officer: Mr. Antun

Organization's vendor identification number: 226002443

Organization's charities registration number: N/A

Amount: \$38,000

Account: 19-100-074-2540-105-6110-

Grant period: 1/1/2019 - 12/31/2019

Grant: General Operating Support

Interim report due: 6/30/2018

Final report due: 1/31/2020

Legislative District: 33

Grant number: HC-CHPP-2019-00011

**NEW JERSEY DEPARTMENT OF STATE  
NEW JERSEY HISTORICAL COMMISSION**

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- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

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- VII. Special Grant Conditions for "High Risk" Grantees

**POST-AWARD REQUIREMENTS**

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
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**AFTER-THE-GRANT REQUIREMENTS**

- XXV. Grant Closeout Procedures

**ATTACHMENTS**

- Attachment A: Audit/Reporting/Processing and Insurance Requirements
- Attachment B1: Contract Information
- Attachment B2: Revised Budget
- Attachment C: Program/Grant Specifications

## II. Compliance with Existing Laws

- A. The Grantee, in order to permit the Department to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant. **Please note, in particular compliance with the Americans with Disabilities Act (ADA) of 1990; and the Native American Graves Protection and Repatriation Act of 1990.**
- B. These laws and regulations include, but are not limited to the following:
1. Federal Office of Management and Budget (OMB) documents:  
<http://www.whitehouse.gov/omb/circulars/>
  2. New Jersey Department of the Treasury, Office of Management and Budget documents:
    - a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: <http://www.state.nj.us/infobank/circular/circindx.htm> and click on "Circular Letters" and locate Circular 15-08.
  3. State Affirmative Action Legal Citations: The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations. **Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.**

## III. Bonding and Insurance

Bonding and insurance of the type described in Attachment A, Part VI, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.

## IV. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

## V. Assignability

The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department.

## VI. Availability of Funds

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of State of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department of State to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department of State or an event of default under the Agreement and the Department of State shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department of State beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a

commitment by the Department of State to expend funds beyond the termination date set in the Grant/Loan Agreement.

## VII. Special Grant Conditions For "High Risk" Grantees

- A. A Grantee may be considered "high risk" if the Department determines that a Grantee:
1. Has a history of unsatisfactory performance.
  2. Is not financially stable.
  3. Has a financial management system which does not meet the standards set forth in Section VIII.
  4. Has not conformed to terms and conditions of previous awards.
  5. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
  2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
  3. Requiring additional, more detailed financial reports.
  4. Additional project monitoring.
  5. Requiring the Grantee to obtain technical or management assistance.
  6. Establishing additional prior approvals.
- C. If a Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
  2. The reason(s) for imposing the special conditions.
  3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
  4. The method of requesting reconsideration of the conditions/restrictions imposed.

## VIII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Grantee cannot comply with the requirements established in this Section of the grant.
- B. The Grantee's financial management system shall provide for:
1. **Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
  2. **Accounting Records:** Records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
  3. **Internal Control:** Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
  4. **Budget Control:** Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost: Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
6. Source Documentation: Accounting records that are supported by source documentation.
7. Cash Management: Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.

- C. The Department may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.
- D. A Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

#### **IX. Method of Payment**

A Payment will be made to the Grantee in a manner determined by the Department (see Attachment A, Section IV), upon receipt by the Department of a properly executed copy of this grant.

#### **X. Allowable Costs**

- A. Limitation on Use of Funds: Grant funds must be used only for allowable costs.
- B. Applicable Cost Principles: For each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (Federal OMB Circular 2 CFR, Part 200) and State requirements.

#### **XI. Period of Availability of Funds**

Grantees may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

#### **XII. Matching and Cost Sharing**

The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

#### **XIII. Program Income**

Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. If a Grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Attachment A, Section VIII (B).
- B. Unless the grant provides otherwise, the Grantee shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
- C. All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Attachment A, Section II of this grant.

#### **XIV. Audit Requirements**

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. **Audit requirements are identified in Attachment A, based on information at the time of award, however, these are subject to change based on actual expenditures of State/Federal funds.**

## **XV. Budget Revision and Modification**

This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Department through the SAGE system.

A. Grantee shall complete the "Grant Amendment/Budget Revision Request" form in the SAGE system to request approval in from the NJHC when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.

## **XVI. Property Management Standards**

Property furnished by the Department or acquired in whole or in part with Federal or Department funds or whose cost was charged to a project supported by Federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

## **XVII. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

## **XVIII. Monitoring of Program Performance**

A. The Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

B. The Grantee shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Department assistance required to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

C. The Department may, at its discretion, make site visits to:

1. Review program accomplishments and management control systems.
2. Provide such technical assistance as may be required.
3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

### **XIX. Financial and Performance Reporting**

- A. The grant budget as used in this Section means the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process. The Approved Budget is contained in Attachment B2.
- B. The Grantee is required to submit an interim and final report identified in Attachment A, Section V.
- C. Extensions to reporting due dates must be requested by completing the "Grant Amendment/Budget Revision Request" form in the SAGE system for review/approval from the NJHC. This must be received at least one week in advance of the due date by the Department of State/NJ Historical Commission.
- D. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

### **XX. Access to Records**

- A. The Grantee in accepting this grant agrees to make available to the Department, any Federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so.
- C. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- D. The Department reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for Department access to such records in any grant with the Subgrantee.
- E. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

### **XXI. Record Retention**

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless Federal or State funding Department statutes require longer periods or unless directed to extend the retention by the Department.
  - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Department.
  - 2. Records for nonexpendable property acquired with Department funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by the Department.
- B. For Federal and State purposes (unless otherwise provided):
  - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
  - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.



## **XXII. Enforcement**

### **A. Remedies for Noncompliance**

If a Grantee materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Grantee's program.
4. Withhold further awards for the program,
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.

### **B. Hearings, Appeals**

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

### **C. Effects of Suspension and Termination**

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

### **D. Relationship to Debarment and Suspension**

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and Federal debarment and suspension procedures.

## **XXIII. Termination and Suspension**

### **A. The following definitions shall apply for the purposes of this Section:**

1. **Termination:** The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
2. **Suspension:** The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. **Disallowed Costs:** Disallowed costs are those charges to the grant which the Department or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

**B.** When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.

**C.** The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date.

Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

- D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- E. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- F. The Grant Closeout procedures in Section XXV of the grant shall apply in all cases of termination of the grant.

#### XXIV. Publicity

- A. Credit must be given to the Department of State/New Jersey Historical Commission (NJHC) in all printed materials, releases and announcements of the grantee regarding all activities to which NJHC funds contribute. This applies to all promotional appearances on television and radio by representatives of the grantee organization and any internet-based marketing or promotional material produced by the Grantee as well. In the case of electronic media, verbal credit must be given at least once during a broadcast to acknowledge the support the grantee has received from NJHC to its overall operation.
- B. Credit must be given to the NJHC in all print advertising and broadcast advertising placed by a grantee. Billboard advertising must also include NJHC credit. Any advertising, regardless of size or length, placed by a grantee that credits a specific funding source must also credit NJHC.
- C. Those organizations receiving funds from NJHC through their officially-designated county agencies (the Re-grant program) are required to comply with the terms, conditions, and language set forth by their county agency. The organization should not imply that it received funds directly from the NJHC, but rather from a grant administered by its officially designated county agency.
- D. Credit. The language used when crediting the NJHC should read as follows: **“The (name of organization) received a grant from the New Jersey Historical Commission, a division of the Department of State.”** The publicity requirements noted above require full compliance.

#### XXV. Grant Closeout Procedures

- A. The following definitions shall apply for the purpose of this Section:
  - 1. Grant Closeout: The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.
  - 2. Date of Completion: The date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in Attachment A, Part V upon completion of the grant period or termination of the grant. The Department may permit extensions when requested in writing.
- C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
- D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

Grantee: Hudson County Office of Cult & Hert Aff

**ATTACHMENT A: AUDIT/REPORTING/PROCESSING AND INSURANCE REQUIRMENTS**

**I. Audit Requirements**

- A. All NJHC grantees must submit an annual independent audit/review report
- B. Departmental Cognizance: The department of state government responsible for receipt and review of an audit is generally the one that has dispersed the largest amount of money to the grantee. That notwithstanding, all audits of educational institutions are to be directed to the Department of Education and all audits of county and other local governments are to be directed to the Department of Community Affairs.
- C. Grantees for which the Department of State is NOT the cognizant agency: Though another department of state government has been determined to be your cognizant agency for receipt and review of audits, the NJHC in the Department of State requests the following:
  - 1. a copy of the audit filed with the cognizant department
  - 2. when the funding exceeds \$100,000 that the audit include a report on the expenditures associated with NJHC funding
  - 3. that when NJHC funding exceeds \$100,000, that the audit contain a statement of positive or negative assurance that the terms and conditions of this grant were met
- D. Grantees for which the Department of State is the cognizant agency: the audits/reviews will fall into one of the following three categories:
  - Category A**: Expenditure of State of New Jersey or federal funds in excess of \$750,000
  - Category B**: Expenditure of State of New Jersey or federal funds of \$100,000 or more, but less than \$750,000 or total NJHC grant-related activity expenditures of \$300,000 or more
  - Category C**: Expenditure of less than \$100,000 in State of New Jersey or federal funds and total expenditures related to the NJHC grant activity of less than \$300,000

Based on a review of financial information submitted by the grantee in the NJHC funding request your organization is assigned to **Category C**. County agencies are not required to provide an audit or independent review. Counties must submit a signed statement by the responsible county or municipal financial officer stating that the agency's finances are reviewed by the county.

- E. **Basic Scope of Audits/Reviews** (other requirements set forth in this attachment must also be met)
  - Category A** audits shall be Single Audits and conform to the scope and specifications set forth in Circular 2 CFR, Part 200 as well as the New Jersey Department of Treasury OMB Circular Letter 15-08.
  - Category B** audits shall be a complete audit in conformance with Government Auditing Standards (Yellow Book), as well as any other principles and practices cited below, containing all such statements and schedules, tests and reports associated with those standard practices.
  - Category C** requires an independent review and statement on the grantee's finances as well as a statement on the adequacy of the grantee's accounting system and practices

\* Grantees receiving less than \$10,000 are not subject to the above audit requirements.

Grantee: Hudson County Office of Cult & Hert Aff

- F. All audits and reviews must be conducted in accordance with standards and principles established by the American Institute of Certified Public Accountants as well as those of the Financial Accounting Standards of the Securities and Exchange Commission (where applicable)
- G. Audits/Reviews are to cover a period of one (1) year coinciding with the grantee's fiscal year, which is understood to end on 12/31 of each year.
- H. The financial scope of the Audit/Review shall be organization-wide.
- I. The grantee shall provide an electronic copy of their audit/financial review within 90 days after the closing of the grantee's fiscal year via SAGE or by contacting the Historical Commission's Grant Program Officer.
- J. All reports are due within 90 days of the close of the grantee's fiscal year (9 months for units of government and state colleges and universities). If the report cannot be furnished in that time frame, the grantee must submit a letter no later than 30 days prior to the report due date requesting an extension, explaining the reason, and giving a date when the report be provided.
- K. A report on the review of the audit firm's quality control must be submitted for all audits/reviews. If not available, indicate when the review will occur. All transactions pertaining to this grant are subject to further audit by the Department or its designee.

## II. Program Income

Other program income as defined in Section XIII of the contract shall be treated as income to meet cost sharing or matching requirements.

## III. Matching Requirements

There is no match required for funds that will be re-granted, or for the administrative allowance. There is a match for an agency's own history programming which is 3:1. For every \$1 awarded in general operating support to the county agency, the county must match in cash with \$3 dollars.

## IV. Method of Payment (See Section IX of contract)

- A. The Department will authorize an advance payment of \$32,300.00 dollars or **85** of the grant amount;
- B. The Department's will disperse an interim payment of \$5,700.00 dollars or **15%** of the grant amount upon receipt, review and NJHC acceptance of an Interim Financial and Performance Report.
- C. Any grantee receiving more than \$5,000 in general operating support, as part of their County History Partnership Program, will have a different payment schedule than what was detailed above. Those grantees will receive three payments as follows:
  - 1. The Department will authorize an advance payment of **85%** of the grant amount
  - 2. The Department will disperse a final payment of **15%** of the grant amount upon receipt, review, and NJHC acceptance of an Interim Financial and Performance Report.

Grantee: Hudson County Office of Cult & Hert Aff

D. Other:

E. The final payment is a reimbursement of costs in excess of payments made against the grant to date. This payment will be based on the Final Financial and Performance Report, in strict compliance with matching requirements and shall not exceed the value of the grant.

F. All payment processing will cease upon the discovery that the grantee is delinquent or on the revoked list with the Charities Registration Bureau and/or the NJ Department of Revenue for corporate filing or annual reporting.

**V. Financial and Performance Reports** (See Section XIX of the agreement)

The Grantee is required to submit reports certified by the Grantee's Chief Executive Officer as follows:

- Interim Financial and Performance Report.
- Final Financial and Performance Report within 30 days following the end of the grant period (or termination of the grant).
- Quarterly Financial and Performance Reports not later than 30 days after completion of each calendar quarter beginning with July 1 (start of grant period). The last quarterly report shall serve as the Final Financial and Performance Report.
- Other (See Attachment C of the agreement).

The grantee will use actual financial records in preparing the all reports.

**VI. Insurance** (See Section III of the agreement)

The Grantee hereby agrees to include the New Jersey State Historical Commission as an insured party on the existing general liability policy No. , Provider Coverage \$0 of bodily injury per occurrence and \$0 property damage per occurrence are included. The grantee shall maintain this policy during the life of this grant with the Department. If the Grantee is a self-insured or a public entity, please attach self-insurance certificate or certify in writing.

**VII. Compliance**

Any deviation from the above stated additional contract provisions will be considered as noncompliance. Noncompliance will render this grant null and void and require the return of all grant funds.

**Grantee: Hudson County Office of Cult & Hert Aff**

**VIII. Interest**

- A. **Charges for Unresolved Audit Findings:** An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the even the Grantee is successful in its appeal, the accrued interest will be eliminated.

Grantees must deposit advances or State grants and State Aid payments in interest-bearing accounts.

Grant #: HC-CHPP-2019-00011

Attachment B1

Grantee: Hudson County Office of Cult & Hert Aff

**A CONTRACT BETWEEN THE DEPARTMENT OF STATE,  
NEW JERSEY HISTORICAL COMMISSION**

**AND**

Hudson County Office of Cult & Hert Aff

**GRANT CATEGORY: County History Partnership Program**

**GRANT AWARD: \$38,000**

**GRANT #: HC-CHPP-2019-00011**

**FOR THE PERIOD: 1/1/2018 - 12/31/2018**

**PROGRAM REVISION**

**I. NOTE: Complete Attachment B1, B2, & C.**

Use the "Contract Information" form in SAGE to describe all revisions, changes, deletions or alterations to the programs and projects detailed in the original application and approved on that basis if the budget necessitates. Failure to do so will be construed as the grantee's assertion that all aspects of the original grant will be performed as described in the application.

The grantee should be aware that programmatic revisions are subject to review and approval of NJHC. **If no change is necessary**, please state "All programs detailed in the original application will be carried-out as described within the grant period."

All programs detailed in the original application will be carried out, as described, within the grant period.

Grantee: Hudson County Office of Cult & Hert Aff

New Jersey Historical Commission, Department of State

Please provide a budget showing how the Operating Support Grant will be spent. If there are restrictions on how the award may be spent, the budget must reflect that.

Category of Expenditure	Revised Budget		Total
	Grant Funds	Matching	
<b>Personnel</b>	\$0	\$0	\$0
Salaries, Wages, Benefits, Payroll Taxes	\$0	\$0	\$0
Professional services (contract services, such as consultants, accountants, auditors)	\$0	\$0	\$0
Professional development and training	\$0	\$0	\$0
Professional dues, memberships	\$0	\$0	\$0
Travel	\$0	\$0	\$0
<b>Facilities</b>	\$0	\$0	\$0
Mortgage interest	\$0	\$0	\$0
Space rental	\$0	\$0	\$0
Equipment purchase or rental	\$0	\$0	\$0
HVAC & Utilities	\$0	\$0	\$0
Facility maintenance/security	\$0	\$0	\$0
Insurance	\$0	\$0	\$0
<b>Outreach</b>	\$0	\$0	\$0
Publicity and marketing	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Telephone/communication, postage	\$0	\$0	\$0
History regrant funds, if applicable (including county contributions)	\$0	\$0	\$0
<b>Other (itemize)</b>	\$0	\$0	\$0
<b>Total</b>	\$0	\$0	\$0
<b>Other Cash Uses (capital needs, mortgage)</b>	\$0	\$0	\$0



**ATTACHMENT C**  
**A CONTRACT BETWEEN THE DEPARTMENT OF STATE**  
**NEW JERSEY HISTORICAL COMMISSION**  
**AND**

Hudson County Office of Cult & Hert Aff

**Program/Grant Specifications**

The following specifies additional conditions applying to your approved fiscal year grant from the NJHC, and any conditions which must be satisfied before funds can be released. Again, please submit materials which satisfy these pending stipulations at the time you return your completed fiscal year 2017 contract to the Commission by uploading the required response, document, etc. into the SAGE System "Miscellaneous Attachments".

There is no match required for funds that will be re-granted, or for the administrative allowance. There is a match for an agency's own history programming which is 3:1. For every \$1 awarded in general operating support to the county agency, the county must match in cash with \$3 dollars.

The following specifies the type(s) of grant(s) awarded, the amount(s) and any limitations or conditions:

<u>GRANT NUMBER</u>	<u>AWARD</u>	<u>SPECIFICATIONS</u>
HC-CHPP-2019-00011	\$38,000	County History Partnership Program

CONDITIONS

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

City Clerk File No. Res. 19-036

Agenda No. 10-K

Approved: JAN 24 2019

TITLE:



**RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2016 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE CITY OF JERSEY CITY**

**COUNCIL** offered and moved adoption  
of the following resolution:

**WHEREAS**, the State of New Jersey Department of Environmental Protection ("NJDEP") accepted grant applications for the 2016 recycling grant program; and

**WHEREAS**, the City of Jersey City (City) requested grant funds from the NJDEP for the primary purpose to help implement and further enhance recycling efforts; and

**WHEREAS**, the grants are based on 2016 recycling performance and awarded through the State's Recycling Enhancement Act; and

**WHEREAS**, the NJDEP awarded the City a grant in the amount of \$423,248.00; and

**WHEREAS**, the City agrees to assume a commitment for recycling to promote local recycling efforts as required by the grant guidelines; and

**WHEREAS**, a resolution is required accepting the grant funds of \$423,248.00 for recycling.

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

- 1) The City of Jersey City hereby accepts grant funds of \$423,248.00 from the New Jersey Department of Environmental Protection; and
- 2) The Office of Management and Budget is authorized to set up an account for the recycling grant of \$423,248.00.

PS/sb  
January 10, 2019

APPROVED: [Signature] 01/10/19. APPROVED AS TO LEGAL FORM [Signature] R.R. 1-14-19

APPROVED: \_\_\_\_\_ Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-24-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 2016 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE CITY OF JERSEY CITY**

**Project Manager**

Department/Division	DPW	Director's Office
Name/Title	Patrick Stamato	Director
Phone/email	201-547-4400	pstamato@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 State of New Jersey Department of Environmental Protection ("NJDEP") accepted grant applications for the 2016 recycling grant program.
- ✦ The City of Jersey City (City) requested grant funds from the NJDEP for the primary purpose to help implement and further enhance recycling efforts.
- ✦ The grants are based on 2016 recycling performance and awarded through the State's Recycling Enhancement Act.
- ✦ The City received \$306,935.94 in 2015 and \$298,152.03 in 2014.

**Cost (Identify all sources and amounts)**

[Empty box for Cost information]

**Contract term (include all proposed renewals)**

[Empty box for Contract term information]

**Type of award**

Grants Resolution

**If "Other Exception", enter type**

[Empty box for Other Exception type]

**Additional Information**

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

*Salvatore Pagnano* for 01/10/19  
 Signature of Department Director Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date




## news releases

[Translator Disclaimers](#)Select Language FOR IMMEDIATE RELEASE  
January 2, 2019Contact: Caryn Shinske (609) 984-1795  
Lawrence Hajna (609) 292-2994**DEP AWARDS \$14 MILLION IN GRANTS TO LOCAL GOVERNMENTS TO PROMOTE, ENHANCE RECYCLING EFFORTS**

**(19/P001) TRENTON** – Local governments will share \$14.3 million in grants to further enhance recycling efforts, based on 2016 recycling performance in their communities, New Jersey Department of Environmental Protection Commissioner Catherine R. McCabe announced today.

The recycling tonnage grants are awarded through the state's Recycling Enhancement Act and are funded through a \$3 per-ton surcharge on trash disposed at solid waste facilities statewide. The DEP then allocates that money back to municipalities based on how much recycling each community reports accomplishing during a particular calendar year.

 "Recycle "Each of us can have a significant impact on the environment simply by recycling every day," Commissioner McCabe said. "Recycling helps keep our communities clean, generates revenue and jobs, and lessens the amount of trash going to landfills. These grants will help communities continue the important work of promoting the benefits of recycling and having a positive impact on New Jersey's quality of life."

Grants are based on materials collected and recycled in a municipality or county. The grants are to be used to further improve a community's recycling rate either by funding a recycling coordinator position, sponsoring household hazardous waste collection events, providing recycling receptacles and pickup in public places, maintaining leaf composting operations, doing educational outreach about the importance of recycling, or implementing curbside recycling pickup programs.

For calendar year 2016, the most recent year for which data is available, New Jersey generated 9.7 million tons of municipal solid waste, with 4.26 million tons recycled and 5.4 million tons disposed. This resulted in a slight increase in the recycling rate, to 44 percent, from the year prior. New Jersey's recycling rate exceeds the national recycling rate average of 34 percent, but is below the state's recycling goal of 50 percent.

Overall, New Jersey in 2016 generated 22.6 million tons of solid waste, which includes municipal waste plus construction debris and other types of non-municipal waste. Of the total collected, 13.9 million tons were recycled and 8.7 million tons were disposed, for an overall recycling rate of 61 percent. The overall rate for 2015 was 63 percent.

"New Jersey remains a national leader in recycling more than 30 years after becoming the first state in the nation to mandate recycling on a state-wide basis," said Mark Pedersen, Assistant Commissioner for Site Remediation and Waste Management. "We are pleased to see so many communities recycling and expect that the grants will further their efforts to educate the public of the importance in keeping our environment clean. We remain committed to achieving a 50 percent municipal solid waste recycling rate in New Jersey."

Municipalities receiving grants of more than \$100,000 for 2016 recycling efforts are:

**Bergen County:** Paramus, \$130,864; South Hackensack, \$197,287

**Camden County:** Cherry Hill, \$103,329

**Cumberland County:** Vineland, \$282,504

**Essex County:** East Orange, \$106,334; Newark, \$232,153

**Gloucester County:** Logan, \$109,177

**Hudson County:** Jersey City, \$423,248; Secaucus, \$156,353

**Mercer County:** Hamilton, \$150,719

**Middlesex County:** Edison, \$269,329; Monroe, \$181,542; South Brunswick, \$190,633; Woodbridge, \$147,187

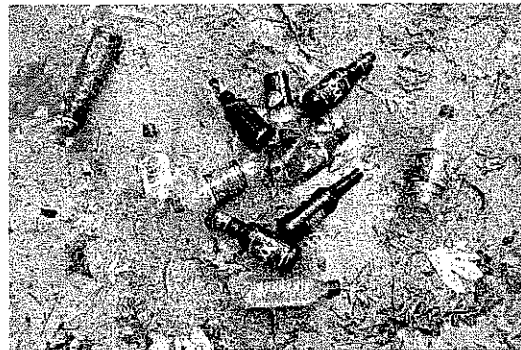
**Monmouth County:** Marlboro, \$119,531

**Morris County:** Parsippany-Troy Hills, \$161,838

**Ocean County:** Brick, \$153,319; Lakewood, \$140,559; Toms River, \$183,933

**Passaic County:** Clifton, \$127,487; Passaic City, \$109,211; Paterson, \$236,050; Wayne, \$111,287

**Somerset County:** Bridgewater, \$116,802



The Burlington County Occupational Training Center received \$185,637, and the Atlantic County Utilities Authority received \$144,928 for their recycling efforts.

For a complete list of recycling tonnage grants by municipality, visit [www.nj.gov/dep/dshw/recycling/stat\\_links/2016payout.pdf](http://www.nj.gov/dep/dshw/recycling/stat_links/2016payout.pdf)

To learn more about recycling in New Jersey, visit [www.nj.gov/dep/dshw/recycling/](http://www.nj.gov/dep/dshw/recycling/).

Follow the DEP on Twitter @NewJerseyDEP.

**STATE OF NEW JERSEY**  
Department of the Treasury  
New Jersey Comprehensive Financial System  
PO BOX 221  
Trenton, NJ 08625-0221

**Payment Details**

<b>Vendor Name:</b>	CITY OF JERSEY CITY
<b>Vendor Code:</b>	XXXXX2013(04)
<b>Payment Type:</b>	ACH
<b>Check Number:</b>	1812280672
<b>Payment Date:</b>	Friday, December 28, 2018
<b>Check Total:</b>	\$423,248.06

**Payment Line Details**

<b>Trans Code:</b>	UA
<b>Voucher Agency:</b>	ENVIRONMENTAL PROTECTION
<b>Voucher Number:</b>	4910RC05855
<b>Payee Reference:</b>	2016 RECYCLING TONNAGE GRANT
<b>Line Number:</b>	01
<b>Line Amount:</b>	\$423,248.06
<b>Disbursed Amount:</b>	\$423,248.06

**Additional Information**

<b>Budget Fiscal Year:</b>	2019
<b>Fund:</b>	100
<b>Agency:</b>	ENVIRONMENTAL PROTECTION
<b>Organization:</b>	HAZARDOUS WASTE
<b>Appr Unit:</b>	224
<b>Object:</b>	6020
<b>Revenue Source:</b>	N/A
<b>Purchase Order #:</b>	N/A
<b>Contract Number:</b>	N/A

**STATE OF NEW JERSEY**  
Department of the Treasury  
New Jersey Comprehensive Financial System  
PO BOX 221  
Trenton, NJ 08625-0221

### Check Summary

<b>Vendor Name:</b>	CITY OF JERSEY CITY
<b>Vendor Code:</b>	XXXXX2013(04)
<b>Payment Type:</b>	ACH
<b>Check Number:</b>	1812280672
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<b>Check Total:</b>	\$423,248.06

#### Payment Line(s)

Line	Agency	Payee Reference	Payment Amount
01	ENVIRONMENTAL PROTECTION	2016 RECYCLING TONNAGE GRANT	\$423,248.06
<b>Total Check Amount ==&gt;</b>			<b>\$423,248.06</b>

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

City Clerk File No. Res. 19-037

Agenda No. 10.1

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN



**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6, 7, 8,28,29,30, 31AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET.**

**COUNCIL, offered and moved the adoption of the following Resolution:**

**WHEREAS**, the Jersey City Parking Authority sold and conveyed a/k/a 12-16 Enos Place and 13-21 Jones Street Block 10703, Lot 2.01 ("Property") on July 21, 1999 by a deed of that date that was recorded on July 23, 1999 in Deed Book 5470 at Page 069; and

**WHEREAS**, the Property was sold subject to a restrictive covenant set forth in the deed as follows:

The property granted and conveyed herein is subject to the following restriction. The property shall be used exclusively for the purpose of public parking for motor vehicles.

This restriction shall run with the land and be binding on Grantee and all assignees and/or successors in title. The restriction shall continue unless and until removed by Resolution of the Commissioners of the Parking Authority of the City of Jersey City by written instrument.

**WHEREAS**, the property is now owned by the Hudson County Community College which intends to develop the property with a building to be devoted to educational purposes; and

**WHEREAS**, the Jersey City Parking Authority has ceased to exist and has had its functions taken over by the City; and

**WHEREAS**, the City has succeeded to all of the ownership interest of the Property formerly owned or held by the Jersey City Parking Authority; and

**WHEREAS**, the Hudson County Community College has requested that the City of Jersey City remove the restrictive covenant set forth in the deed recorded in Deed Book 5470 at Page 069; and

**WHEREAS**, it is in the best interests of the City to release the Property from the restrictive covenant; and

**WHEREAS**, in accordance with State law in order for this Resolution to be recorded in the Hudson County Register's Office it must contain an acknowledgment.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council that:

1. The City finds and declares that all the facts set forth and recited in this resolution are true;
2. The City finds and declares that it is in the public interest to remove the restriction imposed on the forgoing property by the deed recorded in Deed Book 5470 at Page 069;
3. Block 10703 Lot 2.01 (formerly known as Block 1868 Lots 6,7,8,28,29,30,31 and 32) also known as 12-16 Enos Place and 13-21 Jones Street is hereby released from any and all restrictions contained in a Deed from the Jersey City Parking Authority dated July 21, 1999 and recorded in the Hudson County Register's Office on July 23, 1999 in Book 5470 Page 069; and;

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6, 7, 8,28,29,30, 31AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET.**

4. That the Mayor and/or the Business Administrator is hereby authorized to execute this resolution and a Notary Public notarize the acknowledgment contained herein in accordance with law so that same may be recorded in the Hudson County Register's office;

*JML/mma*  
*1/15/19*

**WITHDRAWN**



TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6,7, 8,28,29,30, 31AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET.**

**STATE OF NEW JERSEY)**

**SS:**

**COUNTY OF HUDSON)**

**BE IT REMEMBERED**, that on this day of Two Thousand Nineteen before me the subscriber, a Notary Public of the State of New Jersey personally appeared, Robert Byrne and made proof to my satisfaction that he is the City Clerk of Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument was signed and delivered by Brian Platt who was at the date thereof the Business Administrator of said municipal corporation, in the presence of this deponent, and said Business Administrator, at the same time acknowledged that he signed, sealed and delivered the same voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

Sworn and subscribed to  
Before me this      day of 2019

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
Brian Platt, Business Administrator

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Municipal Council

Certificati

Not Requ

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				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.

\_\_\_\_\_  
Rafaelo R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET –**

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 ordinance.

**Full Title of Ordinance/Resolution**

**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 10703 LOT 2.01 (FORMERLY KNOWN AS BLOCK 1868 LOTS 6,7,8,28,29,30, 31AND 32) ALSO KNOWN AS 12-16 ENOS PLACE AND 13-21 JONES STREET.**

**Initiator**

Department/Division	Business Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@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 of this Resolution is to remove a restriction from the deed of conveyance that affects Block 10703, Lot 2.01, also known as 12-16 Enos Place and 13-12 Jones Street.

**I certify that all the facts presented herein are accurate.**



**Signature of Department Director**

January 15, 2019

**Date**

# DEED

Prepared by: (Print Grantor's name below signature)  
*[Signature]*  
Kereth von Schwanberg, Esq.

93 JUL 23 11:05:40

007075

RECEIVED  
COUNTY  
CLERK  
JERSEY CITY

This Deed is made on July 21, 1999

BETWEEN The Parking Authority of the City of Jersey City

a corporation of the state of New Jersey  
having its principal office at 392-394 Central Avenue, Jersey City, New Jersey  
referred to as the Grantor,

AND Jones Enos Realty, L.L.C.

A CITY OF JERSEY  
LAND RECORDS DEPARTMENT OFFICE

whose past office address is c/o Koenig Management Limited, 120 North Main Street,  
New City, New York 10956  
The word "Grantee" shall mean all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property  
described below to the Grantee. This transfer is made for the sum of One Million One Hundred  
Twenty-Five Thousand Dollars (\$1,125,000.00)  
The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of the City of Jersey City  
Block No. 1868 Lot No. 6, 7, 8, 28, 29, 30, 31 & 32 Account No.

No property tax identification number is available on the date of this Deed. (Check box if applicable.)

**Property.** The property consists of the land and all the buildings and structures on the land in  
the City of Jersey City  
County of Hudson and State of New Jersey. The legal description is:

See Attached Schedule A

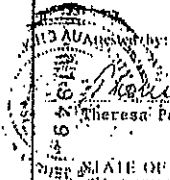
Consideration \$		B.00 Exempt Codes E	
County	State	N.P.N.R.F	Total
B.00	B.00	B.00	B.00
fees	Date: 07/23/1999		B.00

BK5470P069

**Restrictive Covenant:** The property granted and conveyed herein is subject to the following restriction. The property shall be used exclusively for the purpose of public parking for motor vehicles. This restriction shall run with the land and be binding on Grantees and all assignees and/or successors in title. This restriction shall continue unless and until removed by Resolution of the Commissioners of the Parking Authority of the City of Jersey City by written instrument.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.



Witnessed by:  
*Theresa Perri*  
Theresa Perri Secretary

By: *Garmino Venezia*  
Garmino Venezia, Executive Director

STATE OF NEW JERSEY, COUNTY OF HUDSON  
I CERTIFY that on July 21, 1999

SS:  
19 99

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the Acting Secretary of The Parking Authority of the City of Jersey City the corporation named in this Deed;
  - (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Garmino Venezia the Executive Director of the corporation;
  - (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
  - (d) this person knows the proper seal of the corporation which was affixed to this Deed;
  - (e) this person signed this proof to attest to the truth of these facts; and
  - (f) the full and actual consideration paid or to be paid for the transfer of title is \$ 1,125,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on July 21, 1999

*Kenneth von Schumburg*  
Kenneth von Schumburg  
Attorney at Law of New Jersey

*Theresa Perri*  
Theresa Perri  
(Print name of attesting witness below signature)

BK5470PG080

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

City Clerk File No. Res. 19-038

Agenda No. 10.M

Approved: \_\_\_\_\_

TITLE:



## WITHDRAWN

**RESOLUTION AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT FOR 88-96 VIRGINIA AVENUE A/K/A BLOCK 21101, LOT 57.01, 57.02, 57.03, 57.04, 57.05, BLOCK 1978, LOT 41.99**

**COUNCIL offered and moved adoption of the following Resolution:**

**WHEREAS**, on March 22, 2018 the City provided \$863,100 in HOME funds to Garden State Episcopal Community Development Corp (Owner) to purchase a home at 88-96 Virginia Avenue a/k/a Block 21101, Lot 57.01, 57.02, 57.03, 57.04, 57.05 f/k/a Block 1978, lot 41.99; and

**WHEREAS**, on October 16, 2018 the City's Mortgage was recorded in Book 19265 at Page 626 of the Register of Deeds for Hudson County; and

**WHEREAS**, in addition, the owner has received a construction loan from M&T Bank in amount of \$1,265,000; and

**WHEREAS**, to obtain the new first mortgage, M & T Bank, the new lender, requires the City to subordinate its mortgage; and

**WHEREAS**, the property has recently appraised for \$2,590,000; and

**WHEREAS**, the Division of Community Development has reviewed the appraisal report and determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

**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 a Mortgage Subordination Agreement in a form approved by the Corporation Counsel, subordinating the City's Mortgage securing by 88-96 Virginia Avenue a/k/a Block 21101, Lot 57.01, 57.02, 57.03, 57.04, 57.05 f/k/a Block 1978, lot 41.99 to the new first mortgage with M & T Bank, not to exceed \$1,265,000, subject to the receipt of a clear title report through the date of closing.

*JML/mma 1/16/2019*

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

Certificatio

Not Requi

## WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-24-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				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 Mortgage Subordination Agreement Affecting The Property Known As 88-96 Virginia Avenue A.K.A. Block 21101, Lot 57.02 F.K.A. Block 1978 Lot 41.99

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-54793	<a href="mailto:Hairstonr@icnj.org">Hairstonr@icnj.org</a>

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

**Resolution Purpose**

It is necessary for the City to subordinate its mortgage to allow the owners Garden State Episcopal Community Development Corp to obtain a construction loan from M & T Bank to construct five (5) 2 family homes.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director



\_\_\_\_\_  
Date

STATE OF NEW JERSEY  
COUNTY OF HUDSON

Prepared by:

James LaBianca  
Asst. Corporation Counsel

### SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** is made this \_ day of January 2019, by and among the following: Garden State Episcopal Community Development Corp, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and M & T's Bank, hereinafter referred to as "Lender".

### WITNESSTH

**WHEREAS**, the Lender, as a condition precedent to the origination of a new first Loan to Borrower(s), requires the discharge of the existing first Mortgage and subordination of a lien held by the Subordinating Party;

**WHEREAS**, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

**NOW THEREFORE**, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 88-96 Virginia Avenue, a/k/a Block 21101, Lots 57.01, 57.02, 57.03, 57.04, 57.05, Block 1978, Lot 41.99, Jersey City, New Jersey.
2. The superior debt is more fully described in a note in the original principal sum of \$1,265,000 and executed by Borrowers, made payable to Lender and secured by a mortgage which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sums of \$863,100 executed by Borrowers on March 22, 2018 and, recorded with the Hudson County Registrar and made payable to the City of Jersey City (the Subordinating Party).
4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.

5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this \_\_day of January, 2019

**M & T Bank**

**CITY OF JERSEY CITY**

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

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

Brian Platt  
Business Administrator

**STATE OF NEW JERSEY )**

**ss.:**

**COUNTY OF HUDSON )**

I CERTIFY that on January 2019, Brian Platt personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

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

James LaBianca  
Attorney at Law  
State of New Jersey



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

City Clerk File No. Res. 19-039

Agenda No. 10.N

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 1209 SUMMIT AVENUE, UNIT #403, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)**

**COUNCIL offered and moved adoption of the following Resolution:**

**WHEREAS**, on, October 2, 2017 Wei Li ("Borrower") executed a Mortgage and Note in favor of the City of Jersey City (the "City") to secure the City's loan in the amount of \$28,365.69; and

**WHEREAS**, the Mortgage was recorded on October 11, 2007 in Book 19046 at Page 1011 of the Register of Deeds for Hudson County; and

**WHEREAS**, the Mortgage affects property known as 1209 Summit Avenue, Unit #403 a/k/a Block 897, Lot 10, f/k/a Block 1309, Lot 9; and

**WHEREAS**, the Mortgage provided that "[u]pon performance of the promises contained in the Note and Mortgage, the Municipality will prepare and deliver to the then current owner a Discharge of the Mortgage or other document evidencing release from further obligation"; and

**WHEREAS**, the Note provided that the Borrower must "occupy the home as a primary residence for one year from the date of closing title"; and

**WHEREAS**, the Jersey City Division of Community Development (the "Division") has received an affidavit from the Borrower stating that he has occupied the home as his primary residence for one year from the date of closing title, attached hereto as **Exhibit A**; and

**WHEREAS**, the Division is requesting that the City's mortgage be released because the Borrower has performed the promises contained in the Note and Mortgage; and

**WHEREAS**, 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 \$28,365.69 affecting property known as 1209 Summit Avenue, Unit #403, a/k/a Block 897, Lot 10, f/k/a Block 1309, Lot 9.

*HCB/mma 01.14.2019*

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]  
Rojando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET -**

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 1209 SUMMIT AVENUE, UNIT #403, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)**

**Initiator**

Department/Division	Housing, Economic Development, and Commerce (HEDC)	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	(201) 547-4793	hairstonr@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 Business Administrator to sign a discharge of mortgage for the City's mortgage affecting 1209 Summit Avenue, Unit 403.

In October 2017, the City and the Borrower entered into a mortgage with the requirement that the Borrower would occupy the Unit as his primary residence for one year thereafter. The City has received evidence that the Borrower has fulfilled this requirement. Therefore, the City is obligated to discharge its mortgage.

I certify that all the facts presented herein are accurate.



Signature

Date

EXHIBIT "A"

**AFFIDAVIT**

I, Wei Li, do hereby affirm:

1. I am currently the owner of property located and 1209 Summit Avenue, Unit 403, Jersey City, NJ 07301. The property is listed in the City's tax records as Block 501, Lot 2, C0403.
2. I attest that I occupied Unit 403 located at 1209 Summit Avenue within sixty (60) days from the date of closing title.
3. I attest that I continuously occupied Unit 403 located at 1209 Summit Avenue in Jersey City as my primary residence for one year from the date of closing title.
4. I hereby affirm the above information is accurate. If any of the information herein is willfully false, I am subject to punishment.

Date:

1/14/2019

Wei Li

Wei Li

State of New Jersey

County of ~~Hudson~~ Essex

Subscribed and sworn

to before me on this

14<sup>th</sup> day of January, 2019

Joyce A. Venezia

Notary Public of the State of New Jersey

JOYCE A. VENEZIA  
Notary Public of NJ  
No. 2187917

Commission Expires April 4, 2021

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

City Clerk File No. Res. 19-040

Agenda No. 10.0

Approved: JAN 24 2019



**TITLE: A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND SAINT PETER'S UNIVERSITY**

**COUNCIL**  
the following resolution:

Offered and moved adoption of

**WHEREAS**, Governor Murphy has made reclaiming New Jersey's historical position as the capital of American Innovation and Invention a centerpiece of his Stronger and Fairer economic development agenda; and

**WHEREAS**, the New Jersey Economic Development Authority (NJEDA) has issued an RFQ/RFP "Innovation Planning Challenge" grant open to municipalities and counties; and

**WHEREAS**, the grant seeks to develop an economic development plan that will catalyze planning and key investments to position the City of Jersey City to augment innovation ecosystems, including innovation, knowledge, entrepreneurship, technology and collaboration, to fuel economic growth, employment gains, and other society-wide benefits; and

**WHEREAS**, the City of Jersey City will partner with a higher education institution and a local industry partner in order to leverage external expertise to best achieve the goals of the Innovation Challenge, including, but not limited to: Saint Peter's University ("St. Peter's") and the Jersey City Economic Development Corporation ("JCEDC"); and

**WHEREAS**, the City of Jersey City wishes to apply for the NJEDA Innovation Planning Grant in partnership with St. Peter's and JCEDC; and

**WHEREAS**, application for this grant with the aforementioned partners requires the execution of a memorandum of understanding between the City of Jersey City and St. Peter's, attached hereto as Exhibit A, and a memorandum of understanding between the City of Jersey City and JCEDC, attached hereto as Exhibit B.

**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 Memorandum of Understanding between the City of Jersey City and St. Peter's and the Memorandum of Understanding between the City of Jersey City and JCEDC.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSTAIN			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND SAINT PETER’S UNIVERSITY**

**Initiator**

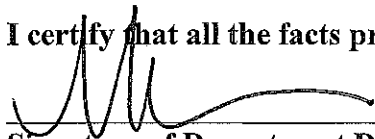
Department/Division	Business Administration	Bureau of Innovation
Name/Title	Melissa Kozakiewicz	Director of Innovation
Phone/email	<u>MKozakiewicz@jenj.org</u>	201-547-6587

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

**Ordinance Purpose**

Authorizes execution of two memoranda of understanding, one with St. Peter’s University and one with the JCEDC, in order to apply for an NJEDA “Innovation Planning Grant” in partnership with the aforementioned parties.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

1-11-19  
**Date**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF JERSEY CITY  
AND  
SAINT PETER’S UNIVERSITY**

---

**FORMALIZED ROLES, RESPONSIBILITIES, AND RESOURCE COMMITMENTS  
RELATED TO THE CITY OF JERSEY CITY PROPOSAL TO THE  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (NJEDA)  
INNOVATION PLANNING CHALLENGE**

---

**WHEREAS**, Governor Murphy has made reclaiming New Jersey’s historical position as the capital of American Innovation and Invention a centerpiece of his Stronger and Fairer economic development agenda; and

**WHEREAS**, the New Jersey Economic Development Authority (NJEDA) has issued an RFQ/RFP “Innovation Planning Challenge” grant open to municipalities and counties; and

**WHEREAS**, the grant seeks to develop an economic development plan that will catalyze planning and key investments to position the City of Jersey City to augment innovation ecosystems, including innovation, knowledge, entrepreneurship, technology and collaboration, to fuel economic growth, employment gains, and other society-wide benefits; and

**WHEREAS**, the City of Jersey City will partner with a higher education institution and a local industry partner in order to leverage external expertise to best achieve the goals of the Innovation Challenge, including, but not limited to: Saint Peter’s University and the Jersey City Economic Development Corporation; and

**WHEREAS**, it is the goal of all parties to this Memorandum of Understanding (MOU) to act in the best interests of the high-need residents and industries of the City of Jersey City.

**NOW THEREFORE BE IT RESOLVED**, that the parties of this MOU confirm and endorse the aforesaid.

**BE IT FURTHER RESOLVED**, that the parties to this MOU confirm the following roles, responsibilities, and resource commitments for each entity:

**CITY OF JERSEY CITY**

Role: the City of Jersey City will act as the Lead County/Lead Proposer of this proposal.

Responsibilities: (1) To serve as the sole entity under whose name the proposal will be submitted and the sole entity with whom NJEDA will execute a contract upon award; (2) To execute the complete effort specified in the contract; (3) To receive and disburse funding as approved by NJEDA; (4) To bid for planning services from a subcontracted Planning Entity to assure professional quality, technical accuracy, and timely completion and submission of all

deliverables; (5) To correct or revise any errors, omissions, or other deficiencies in deliverables; (6) To collect compliance documentation from all partners as applicable, in accordance with procurement policies; and (7) To act as the sole entity responsible for reporting to NJEDA with any and all documents, deliverables, and/or data requested.

Resources Committed: The City of Jersey City hereby commits to provide a \$24,243.40 match (exceeding the required match of 20% of the grant award) via in-kind staff time and support from the Director of the Jersey City Department of Health and Human Services (quantified at \$54.81 x 5 hours/week x 26 weeks), the Director of the Partnership for a Healthier JC (quantified at \$46.10 x 5 hours/week x 26 weeks), and the Director of the Jersey City Department of Community Development (quantified at \$42.79 x 10 hours/week x 26 weeks).

### **SAINT PETER'S UNIVERSITY**

Role: Saint Peter's University will act as a Higher Education Partner of this proposal.

Responsibilities: (1) To participate in planning services as directed and organized by the City of Jersey City; (2) To act in a manner/provide sufficient information to assure professional quality, technical accuracy, and timely completion and submission of all deliverables prepared/completed by the City of Jersey City and the subcontracted Planning Entity; (3) To provide data and compliance documentation when requested by the City of Jersey City; and (4) To provide a meeting space for all parties.

Resources Committed: Saint Peter's University hereby commits to provide an additional \$40,840 match of in-kind resources, including the following staff time: Interim Director of the Ignite Institute and one faculty member with expertise in strategic management, economic development and the nonprofit sector. 20% of the two individuals' time totals \$35,840. Saint Peter's will also provide space at the Pulaski West room in the Duncan Family Sky Room, valued at \$500 per event. 10 total workshops at 90 minutes each equates to an additional in-kind match of \$5,000.

### **TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU is conditioned upon the successful award of a contract between the NJEDA and the City of Jersey City. If the grant is awarded, this MOU will have an initial term of two (2) years from the date this MOU is executed by the City. This MOU may be terminated earlier upon 60 days' written notice from any and all parties to this MOU. Similarly, any and all parties to this MOU may include addendums to add additional partners as needed and appropriate.

\_\_\_\_\_  
[SIGNATORY]  
[City of Jersey City]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
[SIGNATORY]  
[Saint Peter's University]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF JERSEY CITY  
AND  
THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION**

---

**FORMALIZED ROLES, RESPONSIBILITIES, AND RESOURCE COMMITMENTS  
RELATED TO THE CITY OF JERSEY CITY PROPOSAL TO THE  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (NJEDA)  
INNOVATION PLANNING CHALLENGE**

---

**WHEREAS**, Governor Murphy has made reclaiming New Jersey's historical position as the capital of American Innovation and Invention a centerpiece of his Stronger and Fairer economic development agenda; and

**WHEREAS**, the New Jersey Economic Development Authority (NJEDA) has issued an RFQ/RFP "Innovation Planning Challenge" grant open to municipalities and counties; and

**WHEREAS**, the grant seeks to develop an economic development plan that will catalyze planning and key investments to revitalize the **City of Jersey City** to augment innovation ecosystems, including innovation, knowledge, entrepreneurship, technology and collaboration, to fuel economic growth, create jobs, and other society-wide benefits; and

**WHEREAS**, the **City of Jersey City**, in partnership with a higher education institution and a local industry partner, has formed a consortium to best achieve the goals of the Innovation Planning Challenge. The consortium consists of **the City of Jersey City, Rutgers University and the Jersey City Economic Development Corporation**.

**WHEREAS**, the **City of Jersey City**, **Rutgers University** and **the Jersey City Economic Development Corporation** have entered into a Memorandum of Understanding (MOU) to act in partnership on the Innovation Planning Challenge of the City of Jersey City.

**NOW KNOWING** that the **City of Jersey City**, **Rutgers University** and **the Jersey City Economic Development Corporation** of this MOU confirm and endorse the terms and conditions of the MOU.

**BE IT FURTHER AGREED** that the **City of Jersey City**, **Rutgers University** and **the Jersey City Economic Development Corporation** to this MOU confirm the following roles, responsibilities, and resource commitments for each entity:

**CITY OF JERSEY CITY**

**Role:** the **City of Jersey City** will act as the Lead County/Lead Proposer of this proposal.

**Responsibilities:** (1) To serve as the sole entity under whose name the proposal will be submitted and the sole entity with whom NJEDA will execute a contract upon award; (2) To execute the complete effort specified in the contract; (3) To receive and disburse funding as approved by NJEDA; (4) To bid for planning services from a subcontracted Planning Entity to assure professional quality, technical accuracy, and timely completion and submission of all

deliverables; (5) To correct or revise any errors, omissions, or other deficiencies in deliverables; (6) To collect compliance documentation from all partners as applicable, in accordance with procurement policies; and (7) To act as the sole entity responsible for reporting to NJEDA with any and all documents, deliverables, and/or data requested.

Resources Committed: The City of Jersey City hereby commits to provide a \$24,243.40 match (exceeding the required match of 20% of the grant award) via in-kind staff time and support from the Director of the Jersey City Department of Health and Human Services (quantified at \$54.81 x 5 hours/week x 26 weeks), the Director of the Partnership for a Healthier JC (quantified at \$46.10 x 5 hours/week x 26 weeks), and the Director of the Jersey City Department of Community Development (quantified at \$42.79 x 10 hours/week x 26 weeks).

**THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION**

Role: The Jersey City Economic Development Corporation will act as a non-profit partner in this proposal.

Responsibilities: (1) To participate in planning services as directed and organized by the **City of Jersey City**; (2) To act in a manner/provide sufficient information to assure professional quality, technical accuracy, and timely completion and submission of all deliverables prepared/completed by the **City of Jersey City** and the subcontracted Planning Entity; and (3) To provide data and compliance documentation when requested by the **City of Jersey City**.

Resources Committed: The Jersey City Economic Development Corporation hereby commits to provide an additional \$9,375.60 match of in-kind support from their Small Business Services Coordinator (quantified at \$36.06 x 10 hours/week x 26 weeks).

**TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU is conditioned upon the successful award of a contract between the NJEDA and the **City of Jersey City**. If the grant is awarded, this MOU will have an initial term of two (2) years from the date this MOU is executed by the City. This MOU may be terminated earlier upon 60 days' written notice from any and all parties to this MOU. Similarly, any and all parties to this MOU may include addendums to add additional partners as needed and appropriate.

\_\_\_\_\_  
[SIGNATORY]  
[City of Jersey City]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
[SIGNATORY]  
[The Jersey City Economic Development Corporation]

\_\_\_\_\_  
Date

Attest

Date

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

City Clerk File No. Res. 19-041

Agenda No. 10.P

Approved: \_\_\_\_\_

## WITHDRAWN



TITLE: **A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND OF THE CITY OF NEW YORK) TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING**

**COUNCIL**

Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, Resolution 17-909, approved on November 29, 2017 awarded an extraordinary unspecifiable services (EUS) contract in the amount of \$139,925.00 to the Center for Court Innovation ("CCI") to conduct an anti-violence study in Jersey City and devise a report recommending corrective actions that the City can take to help reduce violence; and,

**WHEREAS**, the term of the contract was set to end on July 1, 2018; and

**WHEREAS**, CCI had not completed the contract work by July 1, 2018, and had not spent down the balance of the original contract award amount of \$139,925.00; and

**WHEREAS**, from July 1, 2018 through January 31, 2019, CCI has been working to fulfill the terms of the contract and has issued invoices for the work it has completed; and,

**WHEREAS**, based on the current pace of CCI's work, the City of Jersey City Dept. of Health and Human Services ("HHS") anticipates that the contract work will be completed and all monies spent by January 31, 2019;

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

1. the Mayor or Business Administrator is hereby authorized to extend the term of the attached contract with Center for Court Innovation to provide technical assistance to HHS effective July 1, 2018 through January 31, 2019; and
2. The total remaining contract amount is \$107,575.92.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$107,575.92 are available in Acct. No. 01-203-27-330-314 PO#: 131895

APPROVED:

APPROVED AS TO LEGAL FORM

*R.R.*  
1-15-19

APPROVED: \_\_\_\_\_  
Business Administrator

Corporation Counsel

Certification Required

Ne **WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												1.24.19
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
RIDLEY				YUN				RIVERA				
PRINZ-AREY				SOLOMON				WATTERMAN				
BOGGIANO				ROBINSON				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.

**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**

**A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND OF THE CITY OF NEW YORK) TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING**

**Project Manager**

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

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

Contract authorized for \$139,925.00 November 29, 2017 by Resolution 17-909. Of the original contract amount, only \$32,198.98 was billed and paid for work through June 2018. This resolution authorizes an extension of the original contract term, and the spending of the remaining contract amount of \$107,726.02 representing the amount of work to be performed July through December 2018.

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impact of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

\$107,726.02 – money already encumbered in the HHS' Contractual Services line item in the Directors' Office budget.

July 1, 2018 to December 31, 2018

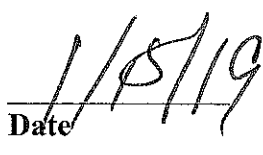
Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

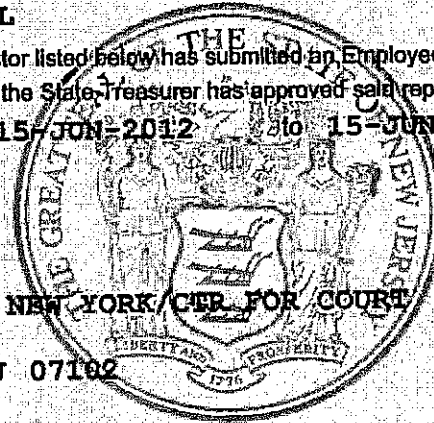
Certification 48791

## 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-JUN-2012** to **15-JUN-2019**

FUND FOR THE CITY OF NEW YORK / CEP FOR COURT  
31 GREEN STREET  
NEWARK NJ 07102



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

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

City Clerk File No. Res. 17-909  
Agenda No. 10.U  
Approved: NOV 29 2017  
TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

**COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City requires the technical assistance and training of a “community-based violence prevention” expert to expand upon Jersey City’s criminal justice reform and public safety agenda and develop a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of violence and to develop recommendations for a comprehensive, data-driven strategy to improve system and community response to violence; and

**WHEREAS**, the City researched providers and found that, based upon all the information available to the City at this time, the Center for Court Innovation (“Center”), a project of the Fund for the City of New York, a corporation that the Internal Revenue service has determined to be tax exempt under IRS 501 (c) (3), having its principal office located at 121 Sixth Avenue, New York, NY was the only provider operational in New Jersey with such expertise; and

**WHEREAS**, the Center has proposed to partner with the City of Jersey City, its Department of Health and Human Services, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence; 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 Director of the Department of Health and Human Services (“HHS”) has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 17-909  
Agenda No. 10-U  
TITLE: NOV 29 2017

Pg. # 2

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION**

WHEREAS, the Center submitted a proposal dated October 31, 2017 indicating that it will provide the services for the sum of \$139,925.00; and

WHEREAS, the HHS Department Director has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, funds in the amount of \$139,925.00 are available in Account No. 01-201-27-330-314; and

WHEREAS, the Center has completed and submitted a Business Entity Disclosure Certification which certifies that the Center 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 the Center from making any reportable contributions during the term of the contract; and

WHEREAS, the Center has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection. **NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Center for Court Innovation to provide technical assistance to HHS as set forth above; and

2. The total contract amount is \$139,925.00 and shall run for a period of nine months, to be begin upon the date of execution of the agreement by City officials; and



TITLE: NOV 29 2017

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION**

3. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service" (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and

5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

7. This Agreement shall be subject to the condition that the Center for Court Innovation 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 Maurer, Donna Maurer Chief Financial Officer, hereby certify that funds in the amount of \$139,925.00 are available in Account No. 01-201-27-330-314 . P.O.# 127187

BD  
11/17/17

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Corporation Counsel  
 Business Administrator  
 Certification Required   
 Not Required  **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-29-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 -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**

Resolutions Authorizing An Agreement with the Center for Court Innovation (A Project of the Fund for the City of New York) as an Extraordinary, Unspecified Service Without Public Bidding to Provide technical Assistance and Training.

**Initiator**

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

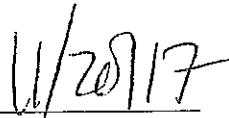
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York  
Cost: Not to exceed \$ 139,925.00  
Period: Not to exceed 12 months  
  
Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impact of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date



CITY OF JERSEY CITY  
DEPARTMENT OF HEALTH & HUMAN SERVICES

H.H.S. | 199 SUMMIT AVENUE | JERSEY CITY, NJ 07304  
P: 201 547 6800 | F: 201 547 5168



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

STACEY L. FLANAGAN  
DIRECTOR

MEMORANDUM

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK), AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE**

DATE: November 17, 2017  
TO: Municipal Council  
FROM: Stacey Flanagan  
Vivian Brady-Phillips  
RE: EUS Contract for Technical Assistance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York  
Cost: Not to exceed \$ 139,925.00  
Period: Not to exceed 12 months

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. Provide a clear description of the work to be done.

Despite decreasing overall crime trends, gun violence remains a troubling and complex public health challenge nationally as well as here in Jersey City. Across the country, a growing alliance of stakeholders—law enforcement, epidemiology, juvenile justice and others – have begun to recognize that violence is learned and preventable, and that data-driven and collaborative efforts can identify risk and protective factors. The Jersey City Department of Health and Human Services (HHS), has begun to pilot public health strategies to address

gun violence through various initiatives that engage local community groups and other stakeholders. However, to implement a broader system-wide strategy, HHS requires the assistance of an expert in the field who can help assess the challenges facing our highest-crime neighborhoods and develop responses informed by successful national models.

Working in collaboration with the Mayor's Office and Jersey City Police Department, HHS seeks to undertake a comprehensive needs assessment and feasibility study that will: identify community priorities, analyze crime incident and other relevant data to better understand patterns of violence and who both the victims and perpetrators are, identify system priorities, map community resources, and issue a report that includes data-driven recommendations and a timeline for proposed interventions.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The entity providing technical assistance for the community antiviolence needs assessment and feasibility study must be 1) well-versed in such work, 2) have expertise in the design of innovative approaches to public safety problems and violence prevention initiatives (including public health approaches to gun violence), 3) have experience in community engagement strategies including community survey design, and 4) have a familiarity with Jersey City.

CCI, the proposed contractor, is uniquely qualified to provide technical assistance and training regarding community engagement and to conduct needs assessments and feasibility studies focused on violence prevention. CCI, a project of the nonprofit Fund for the City of New York, conceives, plans, and operates programs that seek to test new ideas, solve difficult problems, and achieve system change. CCI's projects include community-based violence prevention projects, alternatives to incarceration, reentry initiatives, and court-based programs that reduce the use of unnecessary incarceration and promote positive individual and family change. CCI currently operates multiple community-based violence prevention projects, including four Save Our Streets sites, which replicate the CURE Violence model, a public health approach to reducing gun violence in targeted neighborhoods.

Over the last two decades, CCI has worked nationally and internationally with numerous jurisdictions, including Jersey City. In 2016, Jersey City first contracted with CCI to provide technical assistance to launch Jersey City's youth court program (CCI operates New Jersey's only other youth court program in Newark, NJ). CCI also provides ongoing technical assistance to the Jersey City Municipal Court to plan and implement the second community court in the state of New Jersey. This work is supported by a community court grant from the U.S. Department of Justice's Bureau of Justice Assistance, which selected CCI to provide technical assistance to all 10 municipalities awarded this competitive national grant. In addition, CCI has provided assistance and guidance

**Center for Court Innovation  
Jersey City Violence Reduction  
9-Month Period  
Budget Narrative**

**Personnel**

*Jethro Antoine, Director of New Jersey Programs*

Jethro Antoine will oversee the project, providing his expertise on New Jersey criminal justice programs, needs assessment and feasibility studies and community engagement. Mr. Antoine is the Center for Court Innovation's Director of New Jersey Programs. Mr. Antoine previously served as the first Planner and Project Director at the Center's Newark Community Solutions. Mr. Antoine received his BA from New York University, JD from New York Law School, and Masters of Public Administration from Columbia University. Working at an annual salary of \$146,900, Mr. Antoine will dedicate 10% of his time to the project for a nine-month period, for a cost of \$11,018.

*Ife Charles, Coordinator, Anti-Violence Programs*

Ife Charles will assist with anti-violence program development deliverables, such as identifying community priorities and community outreach. Ms. Charles is the Center for Court Innovation's Coordinator for Anti-Violence Programs. Ms. Charles previously served as the Deputy Director at the Center for Court Innovation's Crown Heights Community Mediation Center. Ms. Charles received her BA from Nyack College. Working at an annual salary of \$101,300, Ms. Charles will dedicate 10% of her time to the project for a nine-month period, for a cost of \$7,598.

*Medina Henry, Associate Director, Technical Assistance*

Medina Henry will assist with all technical assistance deliverables, such as identifying system priorities and mapping community resources. Ms. Henry is the Associate Director of Technical Assistance at the Center for Court Innovation. Ms. Henry previously served as the Planning Coordinator at the Red Hook Community Justice Center. Ms. Henry received her BA from Hunter College and Master in Public Administration from Baruch College. Working at an annual salary of \$84,900, Ms. Henry will dedicate 15% of her time to the project for a nine-month period, for a cost of \$9,551.

*Planner, TBD*

The Planner will assist with all project deliverables, such as mapping community resources, identifying system priorities, and producing a final report. Working at an annual salary of \$60,000, the Planner will dedicate 60% of his/her time to the project for a nine-month period, for a cost of \$27,000.

*Josy Hahn, Senior Research Associate*

Josy Hahn will be responsible for the design and execution of the project's research components, including data analysis to assess how frequently violence occurs, where it occurs, trends, and identities of victims and perpetrators. Dr. Hahn is the Senior Research Associate at the Center for Court Innovation. She previously served as the Research Associate at the Vera Institute of Justice. Dr. Hahn received her BA from Princeton University, Master of Public Health in Urban Health Administration from University of Medicine and Dentistry of New Jersey, and her PhD in Public Health from Harvard University. Working at an annual salary of \$87,500, Dr. Hahn will dedicate 35% of her time to the project for a nine-month period, for a cost of \$22,969.

*Umameheswari Jayapalan, Lead Information Architect*

Umameheswari Jayapalan will assist with analyzing and collecting data. Ms. Jayapalan is the Lead Information Architect at the Center for Court Innovation. Ms. Jayapalan has previously worked as a Software Engineer at Value Source Technologies in India. Ms. Jayapalan received her BS from the Anna University's College of Engineering and Masters in Information Technology from Rutgers University. Working at an annual salary of \$96,500, Ms. Jayapalan will dedicate 5% of her time to the project for a nine-month period, for a cost of \$3,619.

*Fringe Benefits*

Fringe Benefits for full-time employees are assessed at 32% of salaries and wages and consist of FICA at 7.07%, Health Insurance at 13.60%, Pension at 8.75%, Unemployment Insurance at 0.85%, Long and Short-Term Disability at 0.68%, Life Insurance and Accidental Death and Dismemberment at 0.77%, Transit Check at 0.13%, and Workers' Compensation at 0.15%. With total personnel costs of \$81,754, the fringe benefits will cost \$26,161.

*Subtotal Personnel: \$107,915*

**Other Than Personnel Costs**

*Travel*

The Center has budgeted \$116 for three staff members to travel to and from Jersey City. Travel costs are calculated as follows: \$2.75/PATH ride x 3 staff x 14 rides.

*Office Supplies*

The Center requests \$587 for office supplies, printing, and postage over the nine-month project period. These supplies are budgeted based upon prior years of operational experience at \$580/project FTE per year, which includes the costs of copy and fax paper, postage, copier toner, fax drums, writing pads, pens, pencils, file folders, binders, paper clips, post-its, etc. With 1.35 FTEs working on the project, the total costs will be \$587 ( $\$580/\text{FTE}/12\text{-months} \times 1.35 \text{ FTE} \times 9/12 \text{ months} = \$587$ ).

*Rent*

Dedicated project staff will be based in the Center's headquarters in Manhattan. Rent per FTE is calculated as follows: lease for 520 Eighth Ave, 18<sup>th</sup> Fl & 10<sup>th</sup> Fl, 24,500 sq ft): \$888,000 per yr/111 = \$8,000/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, rent will be \$8,100 ( $\$8,000/\text{FTE}/12\text{-months} \times 1.35 \text{ FTE} \times 9/12 \text{ months}$ ).

*Office Occupancy Costs*

Office occupancy costs for staff working at the Center's headquarters in Manhattan are estimated, based on prior fiscal year actual costs and contracted costs for office services. These estimates are used to calculate the annual office occupancy cost per FTE for an average of 111 full-time staff who work out of the Center's headquarters.

- *Repairs & Maintenance (cleaning, trash removal, exterminator, security, HVAC):* \$73,260 per yr/111 = \$660/pp @ 100% FTE;
- *Equipment Rental & Maintenance (copiers, fax machines, postage meter, water coolers):* \$28,860 per yr/111 = \$260/pp @ 100% FTE;

With 1.35 FTE dedicated to the project during the nine-month project period, estimated office occupancy costs will total \$932.

*Utilities*

Electricity costs for dedicated project staff based in the Center's headquarters in Manhattan are calculated for the nine-month project period as follows: \$66,600 per yr/111 = \$600/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, utilities will total \$608.

*Telephone and Internet Service*

Telephone and internet services for dedicated project staff based in the Center's headquarters in Manhattan are calculated for the nine-month project period as follows: \$35,520 per yr/111 = \$320/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, telephone and internet service will total \$324.

*Indirect Costs*

The National Center for Civic Innovation charges each grant or contract an administrative fee of 18% for personnel and payroll services, grant administration, accounting, annual audit fees, and fiscal oversight. The 18% administrative fee is charged each month on total program expenses (Personnel, OTPS and subcontracts up to \$25,000). Calculated against total direct costs of \$118,580, indirect costs will amount to \$21,345.

*Subtotal Other Than Personnel Costs: \$32,010*

*Total Project Costs: \$139,925*

Fund for the City of New York: Center for Court Innovation  
Jersey City  
Jersey City Violence Reduction  
9-Month Period

PERSONNEL

Director of New Jersey Programs	J. Antoine	10%	11,018
Coordinator, Anti-Violence Programs	I. Charles	10%	7,698
Associate Director, Technical Assistance Planner	M. Henry	15%	9,551
	TBD	60%	27,000
Sr. Research Associate	J. Hahn	35%	22,969
Lead Information Architect	U. Jayapalan	5%	3,619

Subtotal 81,754

Fringe @ 32% 26,161

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TOTAL PERSONNEL 107,915

OTPS

TRAVEL	116
SUPPLIES	587
RENT	8,100
OFFICE OCCUPANCY COSTS	932
UTILITIES	608
TELEPHONE/INTERNET	324
INDIRECT COSTS @ 18%	21,345

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TOTAL OTPS 32,010

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TOTAL 139,925

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**Center for Court Innovation**  
**Community Violence in Jersey City: A Needs Assessment and Feasibility Study**  
**October 31, 2017**

**Project Description**

**Overview**

New Jersey has become a leader in criminal justice reform in recent years. In 2011, the state opened its first community court—Newark Community Solutions. Since then, Jersey City, under the leadership of Mayor Steven Folup, has continued to carry the banner of reform, launching New Jersey’s second youth court and taking on the challenge of implementing a community court with the support of the Justice Department’s Bureau of Justice Assistance and the Center for Court Innovation. These actions reflect Jersey City’s commitment to reducing the community’s reliance on ineffective fines and expensive short-term jail sentences while also building public confidence in justice. In his 2014 State of the City address, Mayor Folup noted, “To flourish, a city must be safe. To prosper, its people must feel secure. There is no greater responsibility than the safety of our community.”<sup>a</sup> With this momentum, the timing is ripe to expand upon Jersey City’s criminal justice reform and public safety agenda and develop a comprehensive assessment of and response to community violence.

**Identifying the Problem**

Despite decreasing overall crime trends, violence still plagues communities across the country. In 2011, homicide was the third leading cause of death among all youth – 15 to 24 years old – as well as the second leading cause of death for Hispanic youth and the most common cause of death for African-American youth.<sup>b</sup> The violence that persistently kills minority youth deprives families of promising futures, affects the health and safety of entire communities, and continues to be among the nation’s most complex problems. In Jersey City, the figures similarly reflect a troubling trend, while Jersey City saw two fewer homicides in 2016 than in the prior year, nonfatal shootings rose from 69 in 2015 to 80 in 2016. In 2014, there were 59 nonfatal shootings.

In many communities, including Jersey City, a growing alliance of stakeholders from across sectors – law enforcement, epidemiology, juvenile justice, and others – are looking for solutions in the public health sector. The idea of violence as a public health problem is not new; in 1979, the U.S. Surgeon General first identified violence as a key public health priority. Since then, the Centers for Disease Control has promoted this perspective through the creation of a Division of Violence Prevention and the development of multiple initiatives designed to identify and reduce the risk factors of violence. Underlying this approach is the idea that violence is *learned* and *preventable* through collaborative, data-driven efforts designed to identify risk and protective factors and develop and test responsive strategies.<sup>c</sup>

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<sup>a</sup> Mayor Steven Folup, “State of the City Address.” February 27, 2014. See: [http://www.nj.com/hudson/index.ssf/2014/02/text\\_of\\_jersey\\_city\\_mayor\\_steve\\_fulops\\_state\\_of\\_the\\_city\\_speech.html](http://www.nj.com/hudson/index.ssf/2014/02/text_of_jersey_city_mayor_steve_fulops_state_of_the_city_speech.html)

<sup>b</sup> Centers for Disease Control and Prevention, National Center for Injury Prevention and Control. Web-based Injury Statistics Query and Reporting System (WISQARS). Available from URL: <http://www.cdc.gov/injury/wisqars>.

<sup>c</sup> Dahlberg LL, Krug EG. Violence—a global public health problem. In: Krug E, Dahlberg LL, Mercy JA, Zwi AB, Lozano R, eds. World Report on Violence and Health. Geneva, Switzerland: World Health Organization; 2002.

In recent years, other fields have seen the value in this approach. Several barriers stand in the way of integrating policing and public health agencies -- different agencies have different values and different vocabularies, impeding collaboration even when agencies share similar goals. Other barriers are practical -- e.g., getting the right partners at the table, aligning funding streams, or sharing information from different sources.

Some jurisdictions have implemented innovative public health approaches to violence in partnership with law enforcement. For example, in New Jersey there have been several local attempts to craft innovative responses to gun violence. In Newark, the city launched the Newark Greater Safer City Initiative in 1999 and Operation Ceasefire, based on the Boston Ceasefire model, in 2005. The Boston Ceasefire model emphasizes a focused deterrence strategy highlighted by collective accountability and the importance of "pulling levers" -- by reaching out directly to gangs, saying explicitly that violence would no longer be tolerated, and backing up that message by pulling every lever legally available when violence occurred. However, the Newark Ceasefire project did not employ this strategy. Its implementers ultimately decided that Newark gangs and groups lacked the organizational structure or cohesiveness that would warrant such an approach.

From 2013-14, Newark operated Newark Hotspot, an initiative supported by funding from the Department of Justice's Office of Juvenile Justice and Delinquency Prevention, which married elements of the Boston Ceasefire and Chicago Cure Violence models. The program's goals included reducing shootings and homicides among the most at-risk individuals in crime "hot spots" designated by the Newark Police Department, provide outreach and comprehensive case management to help ensure that individuals who choose to reject violence are fully supported, and mobilize the community to participate in activities designed to change local norms towards gun violence and implement community responses to shootings. The Center for Court Innovation's Newark Community Solutions provided the technical assistance, case management, and outreach services for the Newark Hotspot.

In 2014, the City of Camden launched Cure4Camden. The program implemented a community-based violence intervention modeled on Cure Violence model to stop shootings and violence. Cure4Camden used methods and strategies associated with disease control: detecting and interrupting conflicts, identifying and treating high-risk individuals, and changing social norms.

In light of the momentum for a focused response to community violence in Jersey City and across the state, the Center for Court Innovation proposes to partner with the City of Jersey City, its Department of Health, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence.

### **Needs Assessment and Feasibility Study**

Translating lofty goals and ambitious plans into concrete programs on the ground is never easy. Any effort to create an effective strategy that responds to Jersey City's rich and complex dynamics must be rooted in a deep understanding of local needs, priorities, resources, and deficits. The project would unfold in four stages:

- (1) **Identifying community priorities** – Based on initial outreach, the project team would convene a minimum of three focus groups of specific audiences of interest (*e.g.*, public housing residents, merchants, young adults). These focus groups will be designed to solicit feedback on what factors protect people or put them at risk for experiencing or perpetrating violence in their community.
- (2) **Data analysis** – The Center's research department would participate in all needs assessment meetings and aid project staff in identifying and developing tracking systems for relevant indicators of community violence. The team would work with city government, criminal justice agencies, public health agencies, education, and other sources to assemble and analyze available data such as demographics, number of violence related behavior, injuries, deaths, and quality of life metrics. This data can demonstrate how frequently violence occurs, where it occurs, trends, and who the victims and perpetrators are. This will help stakeholders define the violence plaguing Jersey City and its scope. The Center's research staff would also implement a street intercept community survey designed to elicit resident views of problems related to violence and community-wide collective efficacy.
- (3) **Identifying system priorities** – The project team would have additional in-depth discussions with representatives from relevant agencies, including the judiciary, prosecutors, defense bar, and probation. These semi-structured interviews would aim to supplement the above data analysis to complete the picture of Jersey City's most pressing concerns regarding its violence- prevention strategies.
- (4) **Mapping community resources** – Over the last two years, Jersey City has done a fair bit of resource mapping to identify community assets, such as civic associations, social service agencies, schools, and faith organizations that can serve as potential resources or partners in problem-solving initiatives. Naturally, those efforts will set the stage for opportunities for partnerships, the identification of shared goals, and improved service alignment and coordination across systems. If necessary, we will augment those efforts and engage systems or agencies that were not included in the City's efforts.
- (5) **Report** – As a final product, the project team would prepare a report that documents local needs, priorities, resources, recommendations on violence prevention strategies and where prevention efforts should be focused. The report would include a draft implementation plan, timeline, and budget for how the project could be taken forward. Project staff would present the report to appropriate city and community leadership.

### Timeline

Project staff propose a 9-month assessment period, with the final report completed and presented in Month 9, as follows:

- Months 1-3: Identify and collect available data sets; Identify stakeholders for in-depth interviews; Schedule community focus groups
- Months 4-6: Conduct interviews and focus groups with community members and key stakeholders
- Months 7-8: Analyze data; conduct follow up research as needed
- Month 9: Complete final report and present findings to court and city leadership

### Budget Detail

The total cost for creating and implementing the proposed feasibility study would be \$139,925 which would cover personnel, travel, and other project supplies. A detailed breakdown of costs and expenses is attached to this proposal as Attachment A.

**About the Center for Court Innovation:** Recipient of the Innovations in American Government Award from Harvard University's Kennedy School of Government and the Ford Foundation, the Center for Court Innovation ([www.courtinnovation.org](http://www.courtinnovation.org)) is uniquely qualified to provide technical assistance regarding community engagement, needs assessment and feasibility studies, particularly when it comes to community courts and community justice. Over the last two decades, the Center for Court Innovation has worked nationally and internationally with countless jurisdictions to improve public confidence in justice and spark new thinking about how courts operate, how they solve problems, and how they engage with citizens.

The Center serves victims of crime in both court and community-based settings directly and through training and expert assistance. The Center operates multiple community-based violence prevention projects, including four Save Our Streets (S.O.S.) sites. The Save Our Streets program is a replication of the Cure Violence model, which uses a public health approach to reducing gun violence in a targeted neighborhood. A 2013 process and impact evaluation suggested that following the implementation of S.O.S., gun violence in Crown Heights was 20% lower than what it would have been had gun violence trends mirrored those of similar, adjacent precincts.<sup>d</sup> In addition to the S.O.S. programs, in 2012 the Center launched a multi-prong anti-violence project in Brownsville, Brooklyn, with the support of a U.S. Department of Justice Byrne Criminal Justice Innovation grant. In launching all its place-based projects, the Center begins with establishing a strong relationship with residents and neighborhood leaders, ensuring that they have a voice in project planning and implementation. For example, during the planning period for the Brownsville Anti-Violence Project, staff conducted a community-wide survey about residents' perspective on safety and the most pressing needs of the community, convened local CBOs in a series of stakeholders planning meetings, and convened a youth advisory

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<sup>d</sup> Sarah Picard-Fritsche and Lenore Lebron, "Testing a Public Health Approach to Gun Violence" (Center for Court Innovation: 2013). See: [http://www.courtinnovation.org/sites/default/files/documents/SOS\\_Evaluation.pdf](http://www.courtinnovation.org/sites/default/files/documents/SOS_Evaluation.pdf) Testing a Public Health Approach to Gun Violence

board comprised of young people from the neighborhood who lead the development of public education materials.

The Center works with municipalities, state governments, agencies and judges across the United States, providing them with hands-on assistance as they work to improve courts and communities. Although it is a non-profit organization, the Center's business model is straight from the private sector – it functions like a private consulting firm that assists client with strategic visioning and program design and implementation.

The Center for Court Innovation's headquarters is located at 520 Eighth Avenue, 18<sup>th</sup> Floor, New York, NY, 10018. The contact for this proposal is Jethro Antoine, Director of New Jersey Programs, Center for Court Innovation, 646-386-5920, [antoinej@courtinnovation.org](mailto:antoinej@courtinnovation.org).



FUND FOR THE CITY OF NEW YORK

INVOICE / EXPENSE STATEMENT

Center for Court Innovation, Fund for the City of New York  
 City of Jersey City  
 Jersey City Violence Reduction

Budget Period: 3/1/2018-11/30/2018

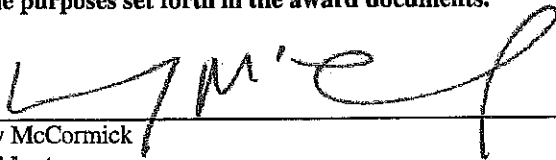
Invoice#: JERSEYCITYJUL-SEP18

Reporting Period: 7/1/18-9/30/18

	Budget	Previous Cumulative Expenses	Actual Expenses 7/1/18-9/30/18	Total	Funds Available	% of Budget Spent
<b>Personnel</b>						
Jethro Antoine	12,750.00	-	9,002.62	9,002.62	3,747.38	71%
Sharon Charles	7,597.50	1,787.84	1,363.29	3,151.13	4,446.37	41%
Medina Henry	9,551.00	909.90	802.82	1,712.72	7,838.28	18%
Kelly Mulligan-Brown	9,058.00	-	4,823.29	4,823.29	4,234.71	53%
Julius Tsai	19,485.00	10,272.71	9,201.90	19,474.61	10.39	100%
Jeffrey Sharlein / Lenore Lebron	16,222.50	4,033.58	2,767.13	6,800.71	9,421.79	42%
Tia Pooler	8,830.00	2,689.10	5,202.84	7,891.94	938.06	89%
Umamaheswari Jayapalan / Le Yang	2,171.00	975.37	835.92	1,811.29	359.71	83%
<b>Subtotal Personnel</b>	<b>85,665.00</b>	<b>20,668.50</b>	<b>33,999.81</b>	<b>54,668.31</b>	<b>30,996.69</b>	<b>64%</b>
Fringe @32%	27,412.80	6,613.70	10,880.02	17,493.72	9,919.08	64%
<b>Total Personnel</b>	<b>113,077.80</b>	<b>27,282.20</b>	<b>44,879.83</b>	<b>72,162.03</b>	<b>40,915.77</b>	<b>64%</b>
<b>OTPS</b>						
Travel	495.00	-	51.17	51.17	443.83	10%
Supplies	1,008.00	-	-	-	1,008.00	0%
Program Supplies	2,000.00	-	165.00	165.00	1,835.00	8%
Fees	2,000.00	-	487.00	487.00	1,513.00	24%
<b>Total OTPS</b>	<b>5,503.00</b>	<b>-</b>	<b>703.17</b>	<b>703.17</b>	<b>4,799.83</b>	<b>13%</b>
Indirect Cost	21,344.20	4,910.78	8,204.96	13,115.74	8,228.46	61%
<b>TOTAL</b>	<b>139,925.00</b>	<b>32,192.98</b>	<b>53,787.96</b>	<b>85,980.94</b>	<b>53,944.06</b>	<b>61%</b>

Total Expenses for 7/1/18-9/30/18= \$53,787.96

I certify to the best of my knowledge and belief that this report is correct and that all expenses are for the purposes set forth in the award documents.

  
 Mary McCormick  
 President

11/20/2018  
 Date

Please send payment to:  
 Attn: Ni Yan  
 Fund for the City of New York  
 121 Avenue of the Americas - 6th Floor  
 New York, NY 10013

**FUND FOR THE CITY OF NEW YORK / NATIONAL CENTER FOR CIVIC INNOVATION**

**Detail Expense Report September 2018**

% FY elapsed: 100

**2-002-003-034 CCI-NCS-Jersey City Violnc Redctn TA**

		<i>This Month</i>		<i>Jul-Aug 18</i>		<i>Jul-Sep 18</i>	
		<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>
<b>PERSONNEL:</b>							
Antoine, Jethro	2720	84.0	9,002.62			84.0	9,002.62
Charles, Sharon	659	14.4	916.25	7.0	447.04	21.4	1,363.29
Henry, Medina	3130	4.0	214.07	11.0	588.75	15.0	802.82
Mulligan-Brown, Kelly	2599	66.5	3,930.75	15.1	892.54	81.6	4,823.29
Pooler, Tia	3131	25.0	1,461.47	64.0	3,741.37	89.0	5,202.84
Sharfain, Jeffrey	4509	20.0	779.47	51.0	1,987.66	71.0	2,767.13
Tsai, Julius	4528	104.6	2,852.23	232.8	6,349.67	337.3	9,201.90
Yang, Le	4634	5.0	232.19	13.0	603.73	18.0	835.92
SUBTOT. PERSONNEL & EARN. BEN.	500-005	323.4	19,389.05	393.9	14,610.76	717.3	33,999.81
Fringe Benefits	519-005		6,204.47		4,675.55		10,880.02
<b>TOTAL PERSONNEL:</b>		<b>323.4</b>	<b>25,593.52</b>	<b>393.9</b>	<b>19,286.31</b>	<b>717.3</b>	<b>44,879.83</b>
<b>OTPS:</b>							
Interpreter/Translation	640-025		487.00				487.00
Travel, Local	730-005		51.17				51.17
Food	775-005		165.00				165.00
<b>TOTAL OTPS:</b>			<b>703.17</b>				<b>703.17</b>
<b>IDC:</b>							
1890 { Service Fee 990	900-005		2,366.71		1,735.77		4,102.48
IDC: CCI Overhead 990	900-010		2,366.71		1,735.77		4,102.48
<b>TOTAL PROJECT COSTS</b>			<b>31,030.11</b>		<b>22,757.85</b>		<b>53,787.96</b>

**FUND FOR THE CITY OF NEW YORK / NATIONAL CENTER FOR CIVIC INNOVATION**

**Detail Expense Report August 2018**

**% FY elapsed: 92**

**2-002-003-034 CCI-NCS-Jersey City Violnc Redctn TA**

		<i>This Month</i>		<i>Prior YTD</i>		<i>Current YTD</i>	
		<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>
<b>PERSONNEL:</b>							
Charles, Sharon	659	7.0	447.04			7.0	447.04
Henry, Medina	3130	10.0	535.23			10.0	535.23
Mulligan-Brown, Kelly	2599	15.1	892.54			15.1	892.54
Pooler, Tia	3131	36.0	2,104.54			36.0	2,104.54
Sharlein, Jeffrey	4509	28.0	1,091.25			28.0	1,091.25
Tsai, Julius	4528	107.8	2,940.90			107.8	2,940.90
Yang, Le	4634	6.0	278.63			6.0	278.63
SUBTOT. PERSONNEL & EARN. BEN.	500-005	209.9	8,290.13			209.9	8,290.13
Fringe Benefits	519-005		2,652.96				2,652.96
<b>TOTAL PERSONNEL:</b>		<b>209.9</b>	<b>10,943.09</b>			<b>209.9</b>	<b>10,943.09</b>
Service Fee	900-005		984.88				984.88
IDC: CCI Overhead	900-010		984.88				984.88
<b>TOTAL PROJECT COSTS</b>			<b>12,912.85</b>				<b>12,912.85</b>



**FUND FOR THE CITY OF NEW YORK / NATIONAL CENTER FOR CIVIC INNOVATION**

**Detail Expense Report July 2018**

**% FY elapsed: 83**

**2-002-003-034 CCI-NCS-Jersey City Violnc Redctn TA**

		<i>This Month</i>		<i>Prior YTD</i>		<i>Current YTD</i>	
		<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>	<i>Hours</i>	<i>Dollars</i>
<b>PERSONNEL:</b>							
Henry, Medina	3130	1.0	53.52			1.0	53.52
Pooler, Tia	3131	28.0	1,636.83			28.0	1,636.83
Sharleln, Jeffrey	4509	23.0	896.41			23.0	896.41
Tsal, Julius	4528	125.0	3,408.77			125.0	3,408.77
Yang, Le	4634	7.0	325.10			7.0	325.10
SUBTOT. PERSONNEL & EARN. BEN.	500-005	184.0	6,320.63			184.0	6,320.63
Fringe Benefits	519-005		2,022.59				2,022.59
<b>TOTAL PERSONNEL:</b>		<b>184.0</b>	<b>8,343.22</b>			<b>184.0</b>	<b>8,343.22</b>
Service Fee	900-005		750.89				750.89
IDC: CCI Overhead	900-010		750.89				750.89
<b>TOTAL PROJECT COSTS</b>			<b>9,845.00</b>				<b>9,845.00</b>

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

City Clerk File No. Res. 19-042

Agenda No. 10.Q

Approved: JAN 24 2019



TITLE:

**A RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO AN AGREEMENT WITH A.R. JAMES & COMPANY, LTD D/B/A A.R. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELTERS AND APPROVING TWO NEW SITES FOR THE INSTALLATION OF A BUS SHELTER**

**COUNCIL RESOLUTION**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, the City of Jersey City ("City") and AR James & Company, LTD, t/a A.R. James Media ("AR James") entered into a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous bus shelters throughout the City (the "City/AR James Agreement"); and

**WHEREAS**, Resolution 15.287 approved on April 22, 2015 amended the City's contract (First Amendment) with AR James to include the County of Hudson ("County") as a party to the contract so that bus shelters could be installed in public rights-of-way that are under the County's jurisdiction; and

**WHEREAS**, the City authorized a Second Amendment to the Agreement on July 19, 2017 approving the installation of a bus shelter on Kennedy Boulevard at Brooks Place, near-side; and

**WHEREAS**, AR James, the City and the County agree that a new bus shelter should be installed on Kennedy Boulevard southbound at McAdoo Avenue far-side and on Kennedy Boulevard southbound at Ege Avenue near-side; and

**WHEREAS**, the City wishes to (1) approve the installation of the bus shelter, and (2) authorize all other actions necessary for the installation of the bus shelter.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY** that the installation of the bus shelter on Kennedy Boulevard southbound at McAdoo Avenue far-side and on Kennedy Boulevard southbound at Ege Avenue near-side is approved;

**BE IT FURTHER RESOLVED**, that the submission of an Application for Occupancy to Hudson County Engineering for the bus stop on Kennedy Boulevard is hereby authorized and approved;

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator is authorized to execute the Third Amendment of Agreement attached hereto;

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to:

1. AR James Media

**APPROVED:** [Signature]  
Director of Traffic & Transportation

**APPROVED:** [Signature] (for)  
Municipal Engineer

**APPROVED:** [Signature]  
Business Administrator

**APPROVED AS TO LEGAL FORM**  
[Signature]  
Corporation Counsel

*R.R.  
1-14-19*

AV:pcl  
(01.11.19)

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]  
Rodolfo 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 Resolution**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO AN AGREEMENT WITH A.R. JAMES & COMPANY, LTD D/B/A A.R. JAMES MEDIA TO CONSTRUCT AND MAINTAIN BUS SHELTERS AND APPROVING A NEW SITE FOR THE INSTALLATION OF A BUS SHELTER**

**Project Manager**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, PE, at the request of the Resident Response Center on behalf of a Constituent for the shelter on Kennedy Boulevard at McAdoo Avenue and at the request of the Office of the County Engineer on behalf of Freeholder William O’Dea for the shelter on Kennedy Boulevard at Ege Avenue	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

**Contract Purpose**

Resolution 14.152, approved on March 12, 2014, awarded a contract pursuant to the Competitive Contracting Law to A.R. James & Company, Ltd. d/b/a A.R. James Media to construct and maintain bus shelters that include advertising space at various locations throughout Jersey City. Resolution 15.287, approved on April 22, 2015, amended the contract to include the County of Hudson (“County”) as a party so that bus shelters could be installed on Kennedy Blvd. which is under the County’s jurisdiction. This resolution authorizes the installation of an additional bus shelter at a location on Kennedy Blvd.

**Cost (Identify all sources and amounts)**

Not Applicable

**Contract term (include all proposed renewals)**

Five Years effective August 1, 2014

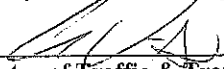
Type of award

If “Other Exception”, enter type

**Additional Information**

The City of Jersey City, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of establishing bus shelters within its jurisdiction

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

1/11/19  
\_\_\_\_\_  
Date

66  
\_\_\_\_\_  
Signature of Department Director

1/16/19  
\_\_\_\_\_  
Date

**ADDENDUM**

This addendum (this “Addendum”), dated this 24<sup>th</sup> day of January 2019, is made by and among AR James & Company, Ltd., a New Jersey corporation, t/a A.R. James Media (“AR James”), the City of Jersey City (“Sponsor”), and the County of Hudson, State of New Jersey (“Co-Sponsor”), to amend the Agreement by and among AR James, the Sponsor and Co-Sponsor, dated June 9, 2015, for the Installation and Maintenance of Bus Shelters on County Roads (the “Agreement”).

**WITNESSETH:**

WHEREAS, the parties hereto desire to amend the Agreement to provide for two additional bus shelter sites located on County roadways.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. Exhibit B of the Agreement is hereby amended to add the following bus shelter locations:

On Street: JFK Boulevard (CR 501)  
At Cross Street: McAdoo Avenue  
Traffic Direction: South

On Street: JFK Boulevard (CR 501)  
At Cross Street: Ege Avenue  
Traffic Direction: South

2. The remainder of the terms and conditions set forth in the Agreement remain in full force and effect and are legally binding on the parties hereto and thereto.

**IN WITNESS THEREOF**, the parties hereto execute this Agreement to be effective as of the day and year first written above.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_

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

**ATTEST:**

**COUNTY OF HUDSON,  
STATE OF NEW JERSEY**

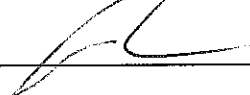
\_\_\_\_\_

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

**ATTEST:**

**AR JAMES & COMPANY, LTD.**

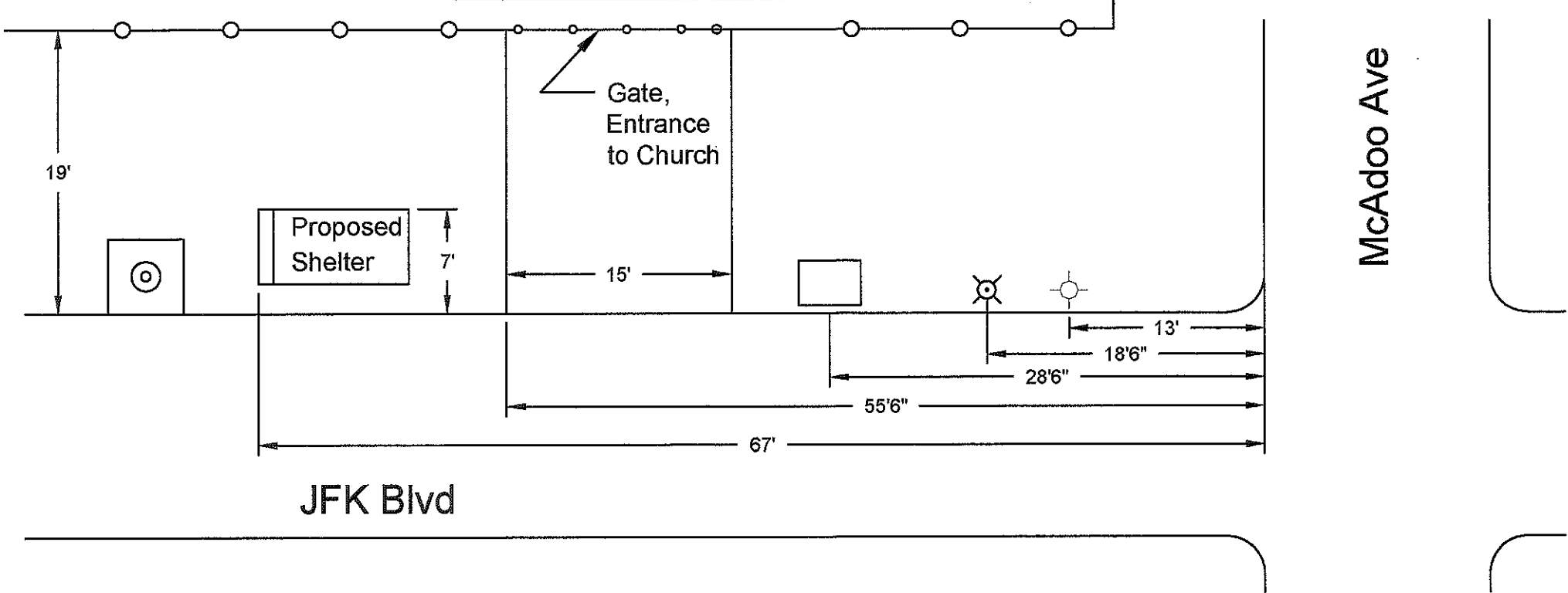
*Arnie DiRen*  
\_\_\_\_\_

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

Phase 2: Jersey City Bus Shelter Sites – TPA Addendum

01/24/19

<b>EXHIBIT C – JERSEY CITY BUS SHELTER LOCATIONS / COUNTY ROADS (PHASE 1)</b>			
<b>ON STREET</b>	<b>CROSS STREET</b>	<b>TRAFFIC DIRECTION</b>	<b>ASSIGNED STOP #</b>
CTY RD 501 JFK BLVD W	CULVER AVENUE	SOUTH	31592
CTY RD 501 JFK BLVD W	SIP AVENUE	SOUTH	20852
CTY RD 501 JFK BLVD W	HUTTON STREET	SOUTH	20616
<b>JERSEY CITY BUS SHELTER LOCATIONS / COUNTY ROADS (PHASE 2)</b>			
CTY RD 501 JFK BLVD	DUNCAN AVENUE	SOUTH	20856
CTY RD 501 JFK BLVD	ST. PAUL'S AVENUE	NORTH	20821
CTY RD 501 JFK BLVD	SPRUCE STREET	SOUTH	20847
CTY RD 501 JFK BLVD	BROOKS PLACE	NORTH	20820
CTY RD 501 JFK BLVD	MCADOO AVENUE	SOUTH	20876
CTY RD 501 JFK BLVD	EGE AVENUE	SOUTH	20865



Revisions & Notes			
Rev.	Description	Date	App. By
	Sidewalk Needs Concrete Repairs		

Municipality <b>Jersey City</b>
Utility Company <b>PSE&amp;G</b>
Abutting Owner
Right of Way
Contact Person

<b>AR JAMES &amp; CO. LTD</b> 1000 Woodbridge Center Dr. Suite 212 Woodbridge, NJ 07095
This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA )
<b>JFK Blvd @ McAdoo Ave</b>

**Legend**

Street Light	Fire Hydrant	<b>Proposed Shelter</b>
Man Hole	Tree	
Utility Pole	Bus Stop Sign	Traffic Light

Shelter Type <b>5x9 Flat Ad Box</b>	Date <b>6/28/2017</b>
Bus Stop # <b>20876</b>	Lines Served

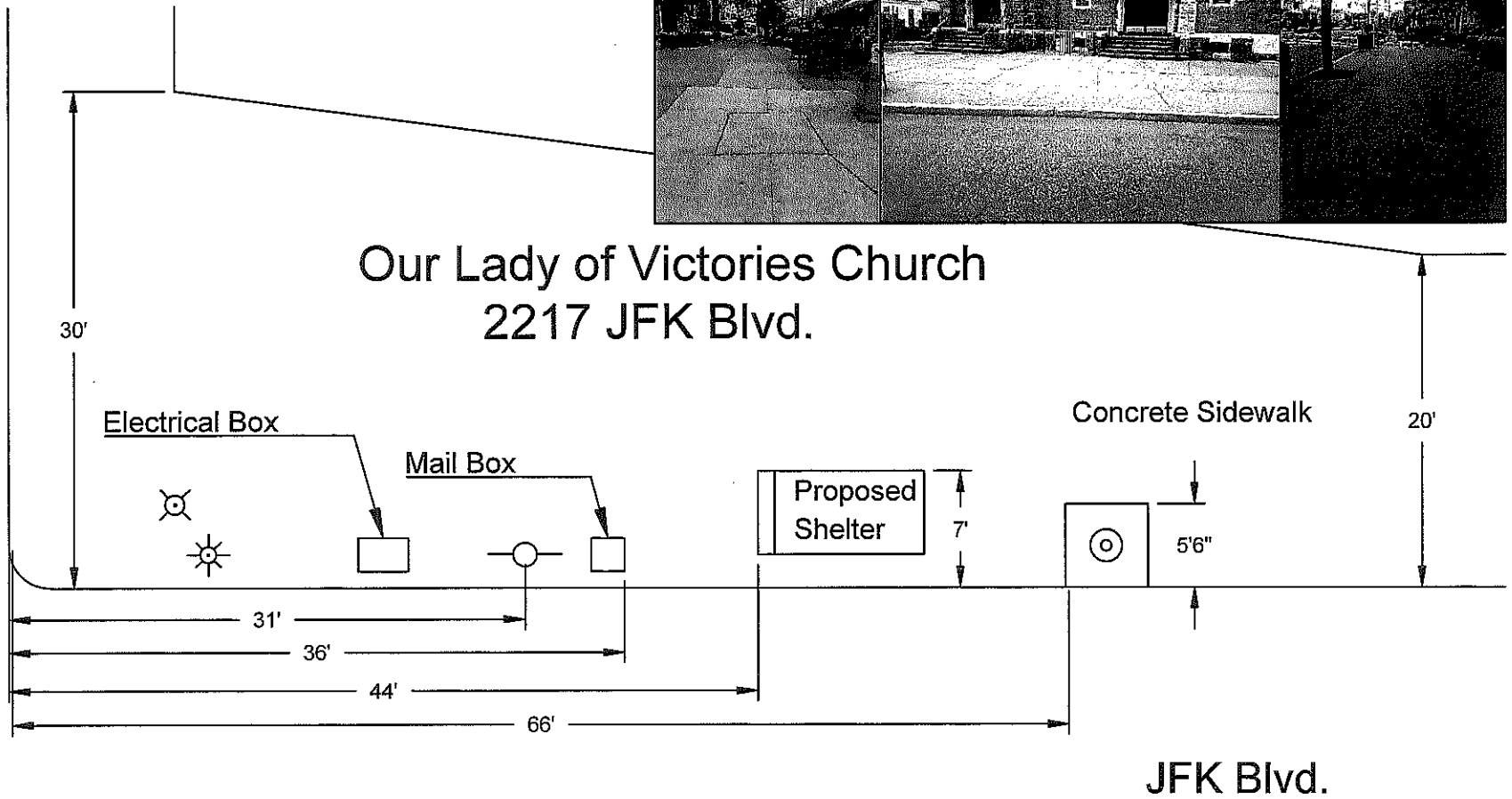
Approved By	Approved By
Scale	Dwn No <b>3132-36 JC</b>
Drawn By <b>JDK</b>	



Ege Ave.



Our Lady of Victories Church  
2217 JFK Blvd.



Revisions & Notes			
Rev.	Description	Date	App. By

**Legend**

Street Light	Fire Hydrant	
Utility Pole	Man Hole	
Tree	Traffic Light	

Municipality <b>Jersey City</b>	
Utility Company <b>PSE&amp;G</b>	
Abutting Owner	
Right of Way	Contact Person
Shelter Type <b>5x9 Flat Ad Box</b>	Date <b>1/4/2019</b>
Bus Stop # <b>20865</b>	Lines Served

**AR JAMES & CO. LTD**  
1000 Woodbridge Center Dr. Suite 212  
Woodbridge, NJ 07095

This Bus Shelter is to be maintained by AR JAMES & CO. LTD  
( AR JAMES MEDIA )

**JFK Blvd. SB @ Ege Ave.**

Approved By	Approved By
Scale	Drawn No <b>3132-37 JC</b>
	Drawn By <b>JDK</b>

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

City Clerk File No. Res. 19-043

Agenda No. 10.R

Approved: JAN 24 2019

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DELL MARKETING L.P. FOR THE PURCHASE AND DELIVERY OF OPTIPLEX COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Department of Public Safety, Communications Center needs to replace computers that are old, and past any attempts for upgrade or repairs; 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 a City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Dell Marketing L.P., One Dell Way, RR8 box 8715, Round Rock, Texas 78681 is in possession of State contract A89967, and will provide Optiplex computers for a total contract amount of forty one thousand, one hundred eighty four dollars (\$41,184.00); and

**WHEREAS**, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract
01-201-25-271-314	131999	A89967	\$41,184.00

**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 award to Dell Marketing L.P. in the amount of \$41,184.00 for the purchase and delivery of Optiplex computers is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. 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.

(Continued to page 2)



City Clerk File No. Res. 19-043

Agenda No. 10. R

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DELL MARKETING L.P. FOR THE PURCHASE AND DELIVERY OF OPTIPLEX COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

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
01-201-25-271-314	131999	A89967	\$41,184.00

Approved by: Peter Folgado  
Peter Folgado, Director of Purchasing  
RPPO, QPA

January 8, 2019  
Date

PF/pv  
1/8/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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

R.R.  
1-20-19

**RESOLUTION FACT SHEET**

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 DELL MARKETING L.P. FOR THE PURCHASE AND DELIVERY OF OPTIPLEX COMPUTERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

**Initiator**

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

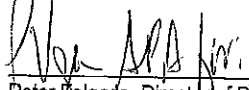
**Resolution Purpose**

Replacing PC's across Public Safety that are 7 years old. These Pc's are running Windows XP which is no longer supported by Microsoft and presents a Cyber risk to the network.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1/9/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peter Folgado, Director of Purchasing  
RPPO, QPA

1/9/19  
\_\_\_\_\_  
Date

Premier Login |



Products Solutions & Services Support My Account Keyword Search Search

Financing Live Chat or Call Available Contracts Coupons Dell Advantage Rewards Price Match

Welcome to the New Jersey State Store

NASPO ValuePoint 2015-2020 MASTER PRICE AGREEMENT FOR COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

The pricing in the state store listed below is reflective of NASPO ValuePoint Contract # MNWNC-108. Please include the State Contract Number 89967 and Contract Code WN23AGW on all Purchase Orders.

- Master Price Agreement
• New Jersey Participating Addendum
• Products and Services Schedule (PSS) - Dell Branded Products
• Products and Services Schedule (PSS) - 3rd Party Products
• PSS User Instructions
• Enter New Jersey Store

WSCA MASTER PRICE AGREEMENT FOR DATA COMMUNICATIONS (Networking)

The pricing in the state store listed below is reflective of WSCA | NASPO Contract # AR602. Please include the State Contract Number A88796 and Contract Code WNN51AGS on all Purchase Orders.

- WSCA Data Communications Master Price Agreement (Networking)
• New Jersey Participating Addendum
• WSCA Program Information
• Enter New Jersey Networking Store
• Approved Pricing Sheets
• Contract Authorized Resellers

Additional information regarding the state of New Jersey:

- New Jersey Sales Contacts
• Contract Authorized Resellers
• Third Party Product Warranty Escalations
• Dell-Branded Product Warranty Support
• To check order status, click the "Order Status" link above, or call Customer Care based on your customer type:
 - Higher Education = 800-274-7799
 - K-12 = 888-977-3355
 - State & Local Government = 800-981-3355
 - E-Rate SPIN Number: 143004340

Back to State & Local Government Homepage

Do more with Dell

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Discounts
Partner Program
Dell Outlet
Make a Payment

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Company Information
Corporate Social Responsibility
Customer Engagement
Careers
Dell Newsroom
Dell Technologies

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- Ads & Emails
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Terms of Sale
Trademarks

Community

- The Dell Community
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United States

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Offers subject to change, not combinable with all other offers. Taxes, shipping, handling and other fees apply. U.S. State and Local Government, Healthcare and K12 Education purchases only. LIMIT 5 DISCOUNTED OR PROMOTIONAL ITEMS PER CUSTOMER. Free shipping and handling offer available in Continental (except Alaska) U.S. only. Free shipping offer does not include time to build/test system. Dell reserves the right to cancel orders arising from pricing or other errors.

\* Limited quantities. Only available for orders placed by 5:59pm CT Mon.-Thurs. Systems ship the next business day after an order is placed. Subject to order approval. Software and accessories ship separately and may arrive after your system.

Cookie Consent



STATE OF NEW JERSEY  
 PROCUREMENT BUREAU  
 33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230  
 MULTI-STATE CONTRACT

COMPUTER EQUIPMENT, PERIPHERALS  
 & RELATED SERVICES

NUMBER : A89987  
 DATE : 03/30/17  
 BUYER : JAMES E STRYPE  
 PHONE : (609) 341-2977  
 EFFECTIVE DATE : 10/01/15  
 EXPIRATION DATE : 03/31/20  
 T-NUMBER : MO483  
 CONTRACTOR : DELL MARKETING LP

VENDOR NO. : 742485040 08  
 VENDOR PHONE : (800)981-3355  
 FEIN/SSN : 742616805  
 REQ AGENCY : 822050  
 PROCUREMENT BUREAU

AGENCY REQ NO. :  
 PURCH REQ NO. :  
 FISCAL YEAR : 16  
 COMMODITY CODE :  
 SOLICITATION # :  
 BID OPEN DATE : 00/00/00

DELL MARKETING LP  
 ACH ELECTRONIC PAYMENT  
 ONE DELL WAY  
 ROUND ROCK

TX 79682

TERM CONTRACT FROM: 10/01/15 TO: 03/31/20 ESTIMATED AMOUNT: \$ 2,608,895.65

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/01/15  
 CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/20
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 30 DAYS ARO UNLESS  
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
 SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00  
 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 0 LINES FROM THE SOLICITATION NUMBER  
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.  
 YOU WERE AWARDED 5 LINES FROM CO-OP REFERENCE #

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 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.

*J. Strype* 3/3/2017  
 BUYER DATE

*R. MacNeal* 4/3/2017  
 FOR DIRECTOR DATE  
 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

PRICE SHEET

MULTI-STATE CONTRACT

PAGE

2

NUMBER : A8967  
T-NUMBER : M0483

CONTRACTOR: DELL MARKETING LP

PROCUREMENT BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
PO BOX 230  
TRENTON NJ 08625-0230

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
0001	COMMODITY CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA		NET
0002	COMMODITY CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. COMMODITY CODE: 204-81-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA		NET
0003	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA		NET

VENDOR COPY

0185955



# A quote for your consideration!

Total: \$41,184.00

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b>	<b>Quote date:</b>	<b>Quote expiration:</b>	<b>Deal ID:</b>
3000030653498.1	Nov. 8, 2018	Dec. 8, 2018	16875760

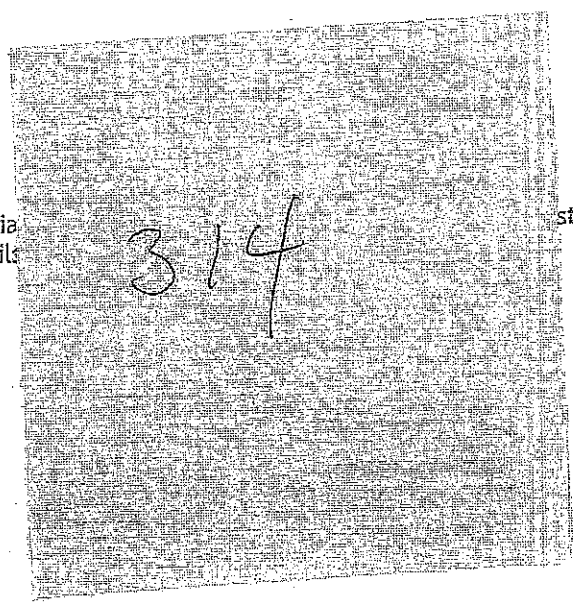
<b>Company name:</b>	<b>Customer number:</b>	<b>Phone:</b>
CITY OF JERSEY CITY	69796111	(201) 547-4442

<b>Sales rep information:</b>	<b>Billing Information:</b>
Derek Williamson Derek_Williamson@Dell.com (800) 456-3355 Ext: 5139658	CITY OF JERSEY CITY 394 CENTRAL AVE 2ND FL JERSEY CITY NJ 07307-2808 US (201) 547-4442

## Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 5260 AIO	40	\$1,029.60	\$41,184.00
		<b>Subtotal:</b>	\$41,184.00
		<b>Shipping:</b>	\$0.00
		<b>Environmental Fees:</b>	\$0.00
		<b>Non-Taxable Amount:</b>	\$41,184.00
		<b>Taxable Amount:</b>	\$0.00
		<b>Estimated Tax:</b>	\$0.00
		<b>Total:</b>	\$41,184.00

Special details



customers. Please contact your DFS Sales Representative for

0185955

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Derek Williamson

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 5260 AIO	40	\$1,029.60	\$41,184.00
	Estimated delivery date: Nov. 28, 2018			
	Contract No: WN23AGW			
	Customer Agreement No: MNWNC-108/89967			
210-AOBM	OptiPlex 5260 AIO XCTO	40	-	-
338-BOCK	Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	40	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	40	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	40	-	-
370-ADZL	8GB 1X8GB DDR4 2666MHz Non-ECC	40	-	-
340-ABIG	SSD as first boot drive	40	-	-
400-AWHW	M.2 256GB SATA Class 20 Solid State Drive	40	-	-
773-BBBJ	Screw for M.2 SATA SSD	40	-	-
401-AANH	No Additional Hard Drive	40	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	40	-	-
555-BBFO	No Wireless LAN Card	40	-	-
340-AFMQ	No Wireless Driver	40	-	-
329-BDRZ	5260 AIO 21.5" FHD 1920x1080 IPS Non-Touch Anti-Glare, Camera, Integrated Graphics, Bronze PSU	40	-	-
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	40	-	-
275-BBBW	Black Dell MS116 Wired Mouse	40	-	-
325-BCZQ	No Cable Cover	40	-	-
379-BBCY	No Additional Cable Requested	40	-	-

0185955

817-BBBC	Not selected in this configuration	40	-	-
452-BDEK	OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 5260 All-in-One	40	-	-
525-BBCL	SupportAssist	40	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	40	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	40	-	-
658-BBRB	Waves Maxx Audio	40	-	-
658-BCUY	Dell Developed Recovery Environment	40	-	-
658-BDVR	On Board Driver, OptiPlex 5260 AIO	40	-	-
620-AALW	OS-Windows Media Not Included	40	-	-
387-BBLW	Energy Star	40	-	-
391-BBPC	OptiPlex All-in-One Non-Touch Panel	40	-	-
340-ABJI	No Diagnostic/Recovery CD media	40	-	-
817-BBBB	No FGA	40	-	-
429-ABGY	No External ODD	40	-	-
650-AAAM	No Anti-Virus Software	40	-	-
632-BBBJ	CMS Software not included	40	-	-
329-BBJL	TPM Enabled	40	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	40	-	-
389-CGBB	Intel Core i5 Processor Label	40	-	-
389-BCGW	No UPC Label	40	-	-
340-AGIK	Safety/Environment and Regulatory Guide. (English/French Multi-language)	40	-	-
461-AABF	No CompuTrace	40	-	-
332-1286	US Order	40	-	-
340-CDZI	Documentation, MUI, OptiPlex 5260	40	-	-
389-CXIB	Regulatory Label, Non Touch, OptiPlex 5260	40	-	-
340-CHGC	Ship Material for OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 5260 All-in-One	40	-	-
631-ABRN	Intel Standard Manageability	40	-	-



0185955

409-BBCF	No Intel Rapid Start or Smart Connect	40	-	-
800-BBIO	Desktop BFD Standard shipment	40	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">//support.dell.com/ProSupport</a> or call 1-866-516-3115	40	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	40	-	-
997-8558	ProSupport: Next Business Day Onsite 3 Years	40	-	-
997-8578	ProSupport: 7x24 Technical Support, 3 Years	40	-	-

Subtotal:	\$41,184.00
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$41,184.00



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELL MARKETING LP  
**Trade Name:**  
**Address:** ONE DELL WAY MS RR1-38  
ROUND ROCK, TX 78682  
**Certificate Number:** 0095191  
**Effective Date:** May 18, 2010  
**Date of Issuance:** December 28, 2018

**For Office Use Only:**  
20181228124929753

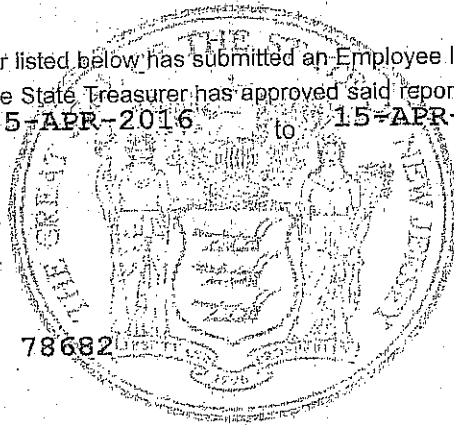
Certification. 7504

**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-2016** to **15-APR-2019**

DELL INC.  
ONE DELL WAY  
ROUND ROCK

TX 78682



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

**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 : Dell Marketing L.P.  
Address : One Dell Way Round Rock, Texas 78682  
Telephone No. : +1 512 723 0978  
Contact Name : Lorri Rowan

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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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Telephone No. : +1 512 723 0978  
Contact Name: Lorri Rowan

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

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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

**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](http://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.

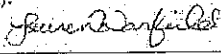
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): Lauren Warfield, Advisor, HR Compliance

Representative's Signature: 

Name of Company: Dell Marketing L.P.

Tel. No.: 508-249-2265

Date: 12/14/2018

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 Print: Lauren Warfield Advisor, HR Compliance

Representative's Signature: *Lauren Warfield*

Name of Company: Dell Marketing L.P.

TEL No.: 508-249-2265

Date: 12/14/2018

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

City Clerk File No. Res. 19-044

Agenda No. 10.S

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF GOVPILOT SOFTWARE MODULES UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, GovPilot is a cloud-based Government Management Platform that unifies fragmented departments and data to facilitate better communication between elected officials, employees and the public to promote more informed decision-making; 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 a City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Software House International Corporation, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State contract A89851/ITS58, for the purchase and implementation of GovPilot software modules for a total contract amount of fifty five thousand, six hundred twenty dollars (\$55,620.00); and

**WHEREAS**, funds are available for this contract in the **Capital Account**;

Acct #	P.O. #	State Contract	Total Contract
04-215-55-129-990	132174	A89851, ITS58	\$55,620.00

**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 award to Software House International Corporation in the amount of \$55,620.00 for the purchase and implementation of GovPilot software modules is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City.
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.

(Continued to page 2)



City Clerk File No. Res. 19-044

Agenda No. 10.S

TITLE: **JAN 24 2019**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF GOVPILOT SOFTWARE MODULES UNDER STATE CONTRACT FUNDED BY 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 Capital Account;

Acct #	P.O. #	State Contract	Total Contract
04-215-55-129-990	132174	A89851, ITS58	\$55,620.00

Approved by: Peter Folgado, Director of Purchasing RPPO, QPA

January 15, 2019  
Date

PF/pv  
1/15/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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**

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 SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND IMPLEMENTATION OF GOVPILOT SOFTWARE MODULES UNDER STATE CONTRACT FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Initiator**

Department/Division	ADMINISTRATION	INFORMATION TECHNOLOGY
Name/Title	BERNADETTE KURCHACZUK	DIRECTOR
Phone/email	201.547.4442	BKurchaczuk@icni.org

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

**Resolution Purpose**

GovPilot unifies fragmented departments and data to facilitate better communication between elected officials, employees and the public to promote more informed decision-making.

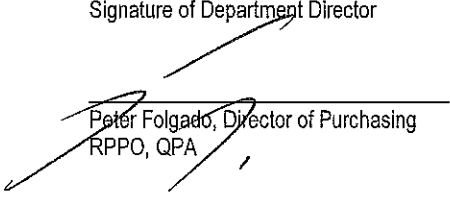
I certify that all the facts presented herein are accurate.



15 January 2019

Signature of Department Director

Date



Peter Folgado, Director of Purchasing  
RPPO, QPA

1/15/19  
Date



Pricing Proposal  
 Quotation #: 16406405  
 Created On: 12/14/2018  
 Valid Until: 12/31/2018

**CITY OF JERSEY CITY**

**Account Executive**

**Brian Platt**  
 1 JOURNAL SQUARE  
 ATTN: ACCOUNTS PAYABLE  
 JERSEY CITY, NJ 07306  
 United States  
 Phone: 2015474274  
 Fax:  
 Email: bplatt@jcnj.org

**John Minnella**  
 290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 908-421-2498  
 Fax: 732-564-8131  
 Email: John\_Minnella@shi.com

All Prices are in US Dollar (USD)

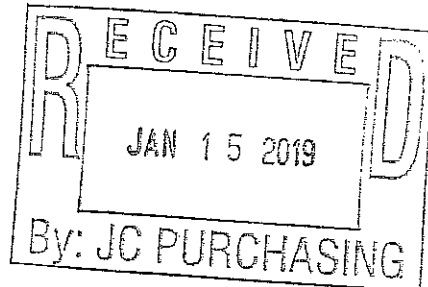
Product	Qty	Your Price	Total
1 8 Templated Modules GovPilot - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Note: 2nd Tier	1	\$55,620.00	\$55,620.00
		Total	\$55,620.00

**Additional Comments**

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHI INTERNATIONAL CORP.

**Trade Name:**

**Address:** 290 DAVIDSON AVENUE  
SOMERSET, NJ 08873-3135

**Certificate Number:** 0078008

**Effective Date:** December 11, 1989

**Date of Issuance:** January 15, 2019

**For Office Use Only:**

20190115113342759

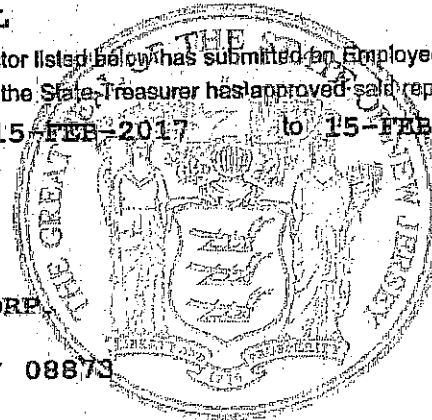
Certification 15505

## 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-FEB-2017** to **15-FEB-2020**

SHI INTERNATIONAL, CORP.  
290 DAVIDSON AVE.  
SOMERSET NJ 08873



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

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.

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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): John Oese, Lead Vendor Contract Specialist

Representative's Signature: *John Oese*

Name of Company: SHI International Corp.

Tel. No.: 732-564-8130

Date: 8/3/18

**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 : SHI International Corp.  
Address : 290 Davidson Ave., Somerset, NJ 08873  
Telephone No. : 732-564-8130  
Contact Name : John Minnella

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

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**Woman Business Enterprise**

Women 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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

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 Printed: John Oese, Lead Vendor Contract Specialist

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8130

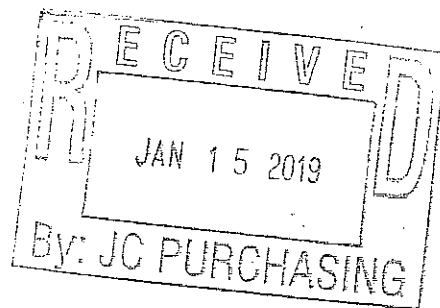
Date: 8/3/18



# PROPOSAL / MASTER SUBSCRIPTION AGREEMENT

Prepared for:

Jersey City, NJ



Primary Contact

Michael Bonner, Founder & CEO

michael@govpilot.com

James Delmonico, Vice President

james@govpilot.com

Proposal Valid Through 1/31/2019



## Overview of Services

GovPilot is a web-based management platform developed exclusively for local government. GovPilot replaces antiquated modules with digital automation to improve productivity, constituent convenience and workflow management.

GovPilot unifies fragmented data and communication between employees, department heads and their administrators, resulting in an environment where information flows freely and subject matter knowledge can be obtained within seconds. With a clear view of how well a department is operating, administrators can make more educated decisions on the best course of action.

GovPilot's product catalog contains over 100 templated modules which can be purchased "a la carte", allowing governments to start modernization with their most pressing needs. These modules can be used "off the shelf" or can be modified to a department's specifications.

GovPilot accommodates unlimited users, which allows governments to manage and share critical data throughout their organization, at no additional cost. This information can be shared 24/7 from the office, the field or the employee's home.

Wherever the Community,  
Whatever the Problem,  
GovPilot offers a Solution.



# Benefits of GovPilot

## Employee Benefits

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- Remove communication & data silos
- Cut-down on OPRA requests, call volume, walk-ins and other distractions
- Learn one platform, replace single-purpose software systems, IT doesn't need to support 10+ systems
- Administration has dashboard view of all departmental data & activity
- Drastically improve productivity through automated modules

## Constituent Benefits

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- Convenience of E- Commerce functionality – submit application and pay online
- Communicate concerns via Mobil App
- Access information and data via website eliminating need to submit OPRA

## Unlimited Users

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- All employees are eligible for login credentials

## Preloaded Data

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- Assessment Records, Municipal & Parcel Boundaries
- Foreclosure Filings

## Cloud Based

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- Access, manage and edit data from the office and in the field
- No scaling limitations, local server installation, burdensome maintenance costs or time-consuming software updates
- Data updates occur in real time, enabling office-based employees to collaborate with colleagues in the field via mobile device

## Fields & Forms

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- GovPilot works closely with assigned divisions and departments to modify the platform based on your unique needs
- Create, modify and deploy flexible modules and forms integrated with pre-loaded data
- User-friendly, drag-and-drop interface
- Merge and log external data, attach documents, calendar, files and notes to individual property records with ease



## GovPilot's templated modules consist of 5 main components:



### Digital Forms

GovPilot's digital forms can significantly reduce the time your staff spends on data entry. Constituents access, complete and submit digital forms through your government website. Form data is routed immediately and directly into the GovPilot system, eliminating the redundant process of a government employee transferring constituent information from a PDF to the database. Digital forms also eliminate the need to follow-up with applicants. Form logic blocks submission until all required fields have been populated. Digital forms guarantee that your departments receive properly completed forms, every time.



### Automated Workflow

GovPilot's workflow engine reads data, calendaring and user activity as triggers to automate the completion of a multitude of tasks, including the processing of public requests, licenses, applications, e-commerce transactions and internal administrative functions. Automated alerts notify employees of changes in project status and streamline post-submission correspondence with applicants. Workflows can be modified via a drag-and-drop interface to meet specific departmental needs. Workflows improve operational efficiency while promoting transparency and accountability among employees and departments.



### Data Management

In addition to streamlining tasks, GovPilot improves the sharing and management of large volumes of data. All property-related data is anchored to the Property Profile Record. Flexible permission levels can be set to grant access to all who need it. Centralized, readily available information facilitates collaboration and ensures that requested datasets are retrieved in a timely manner.



### Geographic Information System (GIS)

A picture is worth a thousand words. From cave paintings to emojis, graphic depiction is an integral part of how humans communicate and make sense of the world. When trying to identify patterns and otherwise understand your data—which could include thousands or even millions of variables—the ability to visualize that data is essential. GovPilot's user-friendly map grants ALL government employees the ability to harness the power of a geographic information system (GIS).



### E-Commerce Capabilities

GovPilot offers constituents the convenience of paying for applications online. No printing PDFs, cutting checks, stamping or sending required! The platform can integrate with most modern payment processors and support transactions that require dynamic fee calculation.



# Subscription Plan Description

Plan	Description	Cost
Internal Government Access	Unlimited unique user licenses (Requires Government Email)	Included
Need Assessment	Initial consultation to define and map specific department and governmental needs	Included
Modifiable Workflows	GovPilot to create and modify Workflows	Included
Field, Forms, View and Letter Modification	GovPilot to create and modify data fields, forms, views and letters according to requirements	Included
Training	Module training sessions including training videos	Included
Module Modifications	12 Hours Per Module	Included
Technical Support	Unlimited	Included

*\* Governmental will designate Primary and Secondary Account Administrators who will be responsible for direct interaction and communication with GovPilot training and technical advisors.*

# Master Subscription Agreement

This Master Subscription Agreement (“Agreement”) is made as of [ January 1 ], 2019 (“Effective Date”), between PropertyPilot, LLC d/b/a GovPilot, with offices located at [ 79 Hudson Street Hoboken, Suite 503 NJ 07030 ] (“GovPilot”) and the customer set forth below (“Customer”). GovPilot and Customer will be referred to herein individually as a “Party” and together as the “Parties”. This Agreement consists of this cover sheet (“Cover Sheet”) and the terms and conditions attached hereto (“Terms”). GovPilot will provide to the Customer access to the Service (defined in Section 1 of the Terms) and the Professional Services (defined in Section 1 of the Terms), on the terms and conditions set forth in this Agreement. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CUSTOMER CONTACT INFORMATION	
Name	Jersey City, New Jersey
Address	280 Grove St, Jersey City, NJ 07302
Primary Contact	Brian Platt Business Administrator bplatt@jcnj.org
Secondary Contact	John Mercer Assistant Business Administrator jmercer@jcnj.org
SUBSCRIPTION TO THE SERVICE GENERAL INFORMATION	
Geographic Region	Jersey City, New Jersey
Start Date	1/1/2019
Effective Date	1/1/2019
Initial Term	3 years
Renewal Term	1 year
Billing Period	Annual
Tier Level	2
Module	TBD - Attached Modules Selection Addendum

## ANNUAL SUBSCRIPTION PRICE OPTIONS

The cost per module decreases by 25% as you move up a tier

Module Package	Description	Annual Cost	Cost Per Module	Initial
Starter Package	GIS Map & GovAlert App	\$ 9,500		
1st Tier	3 Templated Modules	\$ 27,000	\$ 9,000	
✓ 2nd Tier	8 Templated Modules	\$ 54,000	\$ 6,750	
3rd Tier	15 Templated Modules	\$ 75,930	\$ 5,062	
4th Tier	30 Templated Modules	\$ 113,880	\$ 3,796	
5th Tier	50 Templated Modules	\$ 142,350	\$ 2,847	
Enterprise	100 Templated Modules	\$ 213,500	\$ 2,135	
Building Department Module		\$ 40,000		
Tax Assessment Module		\$ 20,000		
<b>Total</b>		<b>\$ 54,000</b>		

**Templated Modules:** Customer will be allocated 12 hours of modification for each templated module selected along with a maximum of three separate "screen share appointments" to discuss architecture of individual modules. If customer requires more than 12 hours of modification for a particular module customer will be billed at \$150/hour after the 12 hours have been extinguished.

**Custom Module:** Customer will be allocated 40 hours of modification for each module build-out. A GovPilot business analyst will conduct a maximum of three separate screen share appointments to determine architecture of individual modules. If individual module requires more than 40 hours of modification, customer will be billed at \$150 per hour after the allocated 40 hours have been extinguished.

**Post Delivery Modifications:** After a module is delivered and published in customers account, and customer has had opportunity to use module, customer will be allowed two final "screen share appointments" to discuss additional modifications.

**SUBSCRIPTION FEATURES**

Number of Authorized Users: Unlimited

Pre-Loaded Data (defined in Section 1 of the Terms), including the following: [UPDATES AS APPLICABLE]

- Property Type
- Ownership Information
- Property Sales Data
- Property Tax Data
- Traffic Layer
- Google Street View (Where available)
- Google Aerial View (Where available)

GIS Map: Unlimited layers provided by customer - Published Quarterly

**POSSIBLE SUBSCRIPTION-RELATED FEES**

LEGACY DATA IMPORT FEE	TBD
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**GENERAL INFORMATION**

GovPilot can modify the following module elements based on customer specifications: Digital Forms, Workflow, Mail Merge, Views & Reports. ("Modification Services"). Any changes to the scope of the modification Services will be agreed upon in a signed writing by the Parties. Customer will reasonably cooperate with GovPilot to enable GovPilot to provide the Modification Services as further described in the Terms. Based on such collaboration, GovPilot will provide Customer with written documentation specifying the particular features to be included as part of the modified Service ("Specifications Document"). Once the Parties agree in writing to the Specifications Document, GovPilot will begin to modify the Service. Customer acknowledges and agrees that the Specifications Document is subject to change during the modification module based on issues that arise during such module.

GovPilot will provide training and technical support services as described in the Terms ("Training and Support"). Modification of any module described above ("Module Modifications"). The Parties will agree to the particular terms of all Module Modifications in writing.

**PROFESSIONAL SERVICES FEES**

Module Modification	First 12 hours included. Thereafter, \$150/hour.
Training and Support	Unlimited

IN WITNESS WHEREOF, GovPilot and Customer have caused this Agreement to be executed as of the Effective Date.

PROPERTYPILOT, LLC D/B/A GOVPILOT

CUSTOMER

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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





# GovPilot Modules

Module	Departments	Description	Upgrade
Alarm Registration	Clerks / Administration	Simplify security by allowing residents to register home security systems from the comfort of home.	<input type="checkbox"/>
Animal Intake	Animal Control / Clerks	Intuitive digital forms gather data that lays the foundation for detailed property records that ensure rescued animals are in good homes.	<input type="checkbox"/>
Apartment Inspection	Housing / Code Enforcement	Automated scheduling and mobile capabilities streamline the inspection module.	<input type="checkbox"/>
Automotive Repair Facility Licensing	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local automotive repair facilities.	<input type="checkbox"/>
Block Party	Clerks	GovPilot's digital block party permit application promotes safe and fun events. Straightforward instructions and easy-to-navigate drop-down menus mean local event planners will have no problem with completion or submission.	<input type="checkbox"/>
Boat Ramp Application	Clerks	Coastal client's convenience boat owners with public-facing digital forms.	<input type="checkbox"/>
Bulk Waste Pickup / Drop off	Public Works	Convenience constituents and keep the community clean with one module.	<input type="checkbox"/>
Business Registration/ Mercantile License	Clerks	Encourage local entrepreneurship with streamlined registration.	<input type="checkbox"/>
Canvasser, Solicitor, Hawker, Peddler	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local canvassers/solicitors/hawkers/peddlers.	<input type="checkbox"/>
Certificate of Continued Occupancy (Residential)	Building / Housing / Code Enforcement	Attachment capable, fully customizable digital Certificate of Continued Occupancy and related automated workflow conveniences applicants and Housing officials alike.	<input type="checkbox"/>
Certificate of Habitability (Residential)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>
Certificate of Habitability (Commercial)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>

# GovPilot Modules

Module	Departments	Description	Upgrade
Certificate of Occupancy (Residential)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>
Certificate of Occupancy (Commercial)	Building / Housing / Code Enforcement	A critical module made simple with GovPilot automation.	<input type="checkbox"/>
Certified Abutters List	Zoning / Tax	The first of its kind.	<input type="checkbox"/>
Change of Address Form	Clerks / Tax	Track moves made with GovPilot.	<input type="checkbox"/>
Clothing Bin Donation	Clerks	Always accessible and followed by a speedy review module, GovPilot's digital donation clothing bin application conveniences good samaritans looking to help underprivileged members of the community.	<input type="checkbox"/>
Commercial Landscaper Registration	Clerks	Public-facing digital form and automated workflow simplifies landscaper license application and issuance.	<input type="checkbox"/>
Community Garden Permit	Public Works	Community gardens promote harmony and eco-friendly practices. GovPilot's convenient digital form helps bring them into existence.	<input type="checkbox"/>
Construction Module	Building	Manage infrastructure with GovPilot's digital form and automated workflow.	<input type="checkbox"/>
Contractor Registration	Building	Contractors can register in just a few clicks.	<input type="checkbox"/>
Curb, Sidewalk, and Apron Permit	Building / Zoning	Manage infrastructure with GovPilot's digital form and automated workflow.	<input type="checkbox"/>
Disabled Veteran Tax Exemption	Tax	Better serve those who've served the United States by simplifying the disabled veterans tax exemption module. Applicants can provide information from the comfort of home and automated modules minimize wait time.	<input type="checkbox"/>
Dumpster Pod Permit	Clerks	Sanitation officials can more accurately track those responsible for the management of dumpster pods with GovPilot automation.	<input type="checkbox"/>



# GovPilot Modules

Module	Departments	Description	Upgrade
Emergency Response Log	Health	Records of emergency responses are stored in GovPilot's cloud-based server.	<input type="checkbox"/>
Employment Application	Administration	GovPilot's digital employment application can be customized to fit any screening module.	<input type="checkbox"/>
Field and Facility Usage Registration	Recreation / Clerks	Always accessible and followed by a speedy review module, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.	<input type="checkbox"/>
Filming License	Clerks	Always be ready for a close-up with GovPilot's easy to navigate filming license application digital form.	<input type="checkbox"/>
First Time Home buyer Application	Housing	Online applications make it easy for first time home buyers to register with local government.	<input type="checkbox"/>
Florist License	Clerks / Health	Convenient digital registration application encourages florists to open shop. Advanced automation and data storage ensure that applicant information is recorded and reviewed by the appropriate government employees.	<input type="checkbox"/>
Food Vendor License	Clerks / Health	Ensure food vendors uphold health, safety and other regulations.	<input type="checkbox"/>
Freedom of Information Act / Open Records	Administration	Public-facing digital request form and streamlined internal communications enable local government officials to uphold open information laws and send fulfillment documents automatically.	<input type="checkbox"/>
Garage & Yard Sale Permit	Clerks	Customizable digital form and automated processing combine to help government track the frequency and location of garage and yard sales for strengthened enforcement of quotas.	<input type="checkbox"/>
Gas Station Permit	Clerks	Implement digital license application form and related automated workflow and benefit from detailed profiles of local gasoline stations.	<input type="checkbox"/>
GIS Map	Administration	Geographic Information System (GIS) Map illustrates data sets for accurate analysis of trends, actionable insights and improved constituent engagement.	<input type="checkbox"/>
Healthcare Facility Inspection	Housing	Ensure standards are met with unrivaled ease.	<input type="checkbox"/>



# GovPilot Modules

Module	Departments	Description	Upgrade
Housing Inspection	Code Enforcement	GovPilot covers all aspects of the housing inspection module.	<input type="checkbox"/>
Junkyard Registration	Clerks	GovPilot helps local government track open air parking and junkyard dealers to ensure that they are complying with safety standards.	<input type="checkbox"/>
Kennel, Pet Shop, Shelter Registration	Animal Control / Clerks	Monitor establishments that care for furry friends with GovPilot's automated kennel, pet shop, shelter and pound tracking module.	<input type="checkbox"/>
Landlord Registration	Housing	Support rising rental trends by offering landlords digital registration application. A workflow promotes internal communication and automates data storage to build an accurate and comprehensive trove of property information.	<input type="checkbox"/>
Landscapers License	Clerks	Public-facing digital form and automated workflow simplifies landscaper license application and issuance.	<input type="checkbox"/>
Leaf Collection Application	Clerks / Public Works	Organize and automate the leaf collection module with GovPilot's digital form and automated scheduling features.	<input type="checkbox"/>
Limousine License	Clerks	Limousine license issuance has never been simpler.	<input type="checkbox"/>
Marriage License	Clerks	Customizable digital application form and associated workflow simplify the marriage license registration and issuance module.	<input type="checkbox"/>
Mobile Vendor License	Clerks / Health	Digital applications and streamlined license processing convenience mobile vendors and local government.	<input type="checkbox"/>
Non-Resident Parking Permit	Clerks / Parking	Visitors will have no problem finding parking with GovPilot's user-friendly non-resident parking permit application and issuance system in place.	<input type="checkbox"/>
One Time Use Parking Permit	Clerks / Parking	Take control of the parking situation at the local beach or train station by issuing one-use parking passes. A digital application form and associated workflow simplify issuance.	<input type="checkbox"/>
Parade / Ceremony Application	Clerks / Administration	Residents can easily and conveniently cordon off streets and other areas for safe ceremonies via GovPilot's quick and easy application and approval module.	<input type="checkbox"/>



# GovPilot Modules

Module	Departments	Description	Upgrade
Parking Meter Rental Application	Clerks / Parking	Convenience movers by hosting digital parking meter rental applications on the municipal website.	<input type="checkbox"/>
Pet License	Clerks / Animal	Public-facing digital forms and automated workflows streamline the pet license application and issuance module.	<input type="checkbox"/>
Plant a Shade Tree Application	Clerks / Public Works	Manage agriculture simply and effectively with GovPilot's digital form and automated workflow.	<input type="checkbox"/>
Purchase Requisition	Administration	GovPilot digital forms and data storage facilitate inventory management.	<input type="checkbox"/>
Rental Property Registration	Building / Housing / Code Enforcement	Public-facing digital form and associated workflow facilitates the rental property registration module.	<input type="checkbox"/>
Rental Property Verification	Building / Housing / Code Enforcement	Rentals are up! Track their registration.	<input type="checkbox"/>
Report a Broken Meter	Parking / Clerks	Maintain the internal and external integrity of parking meters by making it as convenient as possible for residents to report broken ones.	<input type="checkbox"/>
Report a Concern / Mobile App	Administration	Workflow automation expedites the resolution of complaints filed via public-facing digital forms and the GovAlert mobile app.	<input type="checkbox"/>
Residential Parking Permit	Clerks / Parking	Data collected through digital application forms lays the groundwork for detailed records that organize resident parking.	<input type="checkbox"/>
Salon License	Clerks / Health	GovPilot helps barbering,cosmetology, hairstyling and manicuring business owners comply with local government's rules and regulations.	<input type="checkbox"/>
Senior Citizen Curbside Pick Up Application	Public Works	Convenience senior members of the community with GovPilot's digital Curbside Pickup module.	<input type="checkbox"/>
Senior Citizen ID Card Application.	Clerks	GovPilot's digital application form empowers members of the senior citizen community to enjoy the benefits of their status without having to make a trip to city hall.	<input type="checkbox"/>



# GovPilot Modules

Module	Departments	Description	Upgrade
Senior Citizen Tax Deduction	Tax	State-of-the-art data aggregation and storage technology helps local government track resident demographics and assess tax deduction eligibility.	<input type="checkbox"/>
Senior Citizen Tax Exemption	Tax	Track resident demographics and determine tax exemption eligibility.	<input type="checkbox"/>
Sewage Application	Public Works	Ensure sanitary sewage management.	<input type="checkbox"/>
Shed Permit	Clerks / Building	Construction-minded residents can apply to build a shed with unrivaled ease, at any time, from any location.	<input type="checkbox"/>
Sidewalk Cafe Permit	Clerks	Restaurateurs looking to offer customers an al fresco dining experience can easily register for a sidewalk cafe permit via GovPilot's digital, fee calculation form.	<input type="checkbox"/>
Sign Permit	Clerks	Regulate local signage.	<input type="checkbox"/>
Snow Plowing Management	Public Works	Maintain safety and order on snowy days.	<input type="checkbox"/>
Soil Movement Application	Public Works	Track and manage the movement of soil.	<input type="checkbox"/>
Solicitation - Charitable, Benevolent Permit	Clerks	Boost compliance rates by requiring local solicitors to apply for a license via convenient digital form.	<input type="checkbox"/>
Special Event Application	Clerks	Nothing ruins a special event like poor planning. Digital form and automated workflow accounts for each step of the event planning module.	<input type="checkbox"/>
Street Opening Permit	Engineering / Building / Zoning	Multiple departments are privy to street opening plans.	<input type="checkbox"/>
Subdivision Permit	Engineering / Building / Zoning	Uphold critical code and convenience constituents.	<input type="checkbox"/>

# GovPilot Modules

Module	Departments	Description	Upgrade
Support Tickets	IT	The IT department will appreciate GovPilot's efficiency and intuitive design.	<input type="checkbox"/>
Tank Inspection	Health	Efficient inspections for a healthy community.	<input type="checkbox"/>
Taxi Owner License	Clerks	Track and manage taxi owners.	<input type="checkbox"/>
Taxicab / Uber Operator Management	Clerks	Stay on top of transportation trends.	<input type="checkbox"/>
Tennis Court Use Application	Clerks / Recreation	Residents looking to stay active will appreciate the 24/7 accessibility and ease of use of GovPilot's digital tennis court reservation form.	<input type="checkbox"/>
Theater License	Clerks	Promote the creation of a thriving entertainment district with GovPilot's digital theater license application form.	<input type="checkbox"/>
Trailer Park Application	Clerks	GovPilot's straightforward trailer park/camp permitting module helps local government track everyone who rolls into town.	<input type="checkbox"/>
Tree Removal Permit	Clerks	Tree removal, restoration and replanting is simply done with GovPilot automation carrying the module along.	<input type="checkbox"/>
Use of Borough Facilities	Clerks / Recreation	Always accessible and followed by a speedy review module, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.	<input type="checkbox"/>
Vacant Property Exemption	Zoning / Housing	GovPilot streamlines all facets of vacant property management, exemption included.	<input type="checkbox"/>
Vacant Property Registration	Housing / Zoning	Vacant properties registered through GovPilot digital forms are tracked and managed via GovPilot's efficient, automated workflow.	<input type="checkbox"/>
Vehicle Maintenance Management	Public Works	Vehicle maintenance made simple.	<input type="checkbox"/>

# GovPilot Modules

Module	Departments	Description	Upgrade
Veteran Tax Exemption	Tax	Better serve those who've served the United States by simplifying the disabled veterans tax exemption module. Applicants can provide information from the comfort of home and automated modules minimize wait time.	<input type="checkbox"/>
Vital Records Request	Clerks	GovPilot's digital request form covers all manner of vital records. Ensuing automated workflow makes for swift issuance.	<input type="checkbox"/>
Volunteer Registration	Clerks	Always accessible and followed by a speedy review module, GovPilot's digital Citizen Leadership Volunteer applications convenience good Samaritans.	<input type="checkbox"/>
Voter Registration	Administration	Ensure that everyone can participate in democracy.	<input type="checkbox"/>
Water Testing Application	Health	Maintain the health of the community with GovPilot.	<input type="checkbox"/>
Work Order	Public Works	Optimize internal operations.	<input type="checkbox"/>
Zoning Permit	Zoning	Review applications and issue zoning permits in record time.	<input type="checkbox"/>





# Terms and Conditions

Any capitalized terms used in these Terms but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then these Terms will control solely to the extent of the conflict or inconsistency.

## 1. Definitions

- a. "Authorized Purpose" means (i) to input, import and export data and perform functions related to government management within the geographic regions identified on the Cover Sheet; and (ii) to enable Public Users to submit and view certain data within the geographic regions identified on the Cover Sheet through the Public Service and GIS Map.
- b. "Authorized User" means Customer's employees who may access the Service with a valid username and password issued by GovPilot.
- c. "Confidential Information" means any information disclosed by either Party to the other Party that is marked "Confidential" or "Proprietary" at the time of disclosure. Without limiting the foregoing, Confidential Information also includes this Agreement, the Cover Sheet, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service. Confidential Information will not, however, include any information which, as shown by documents in the receiving Party's possession, (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information. Additionally, Confidential Information will not include any Data (defined in Section 3 below) or any information that can be obtained through a public records request under applicable law.
- d. "Customer Data" means any and all data, including, but not limited to shape files, entered or imported into GovPilot, either directly or through hosted forms, by Authorized Users or Public Users
- e. "GIS Map" means the geographic information system graphical interface including Pre-Loaded Data and Customer Data added by Customer and made available in the form of a map for use by Authorized Users and Public Users.
- f. "Legacy Data" means any and all historical data the Customer submits to the Service. Legacy Data must conform to GovPilot's importing requirements.
- g. "Pre-Loaded Data" such as the property data, tax assessment data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded within the Service by GovPilot.
- h. "Professional Services" means those services described in the Cover Sheet.
- i. "Public Users" means a user of the Public Service.
- j. "Public Service" means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- k. "Service" means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, modules, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- l. "Subscription" means the subscription type selected on the Cover Sheet required for Authorized Users to access the Service.

## 2. Access to Service

- a. **Grant.** Subject to the terms and conditions of this Agreement, GovPilot hereby grants to Customer a nonexclusive, nonsublicensable and nontransferable right during the Term (defined in Section 9 below) to allow the Authorized Users to access and use the Service for the Authorized Purpose. GovPilot will provide Public Users with access to the Public Service, subject to GovPilot's Terms of Use and Privacy Policy (collectively, the "Policies").
- b. **Additional Restrictions.** Neither Customer nor any party acting on its behalf (including Authorized Users) may: (i) transfer, distribute, sell, lease, license or sublicense access to the Service; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service; (iii) allow any party to access the Service except for Authorized Users and Public Users; (iv) write or develop any derivative software or any other software program based upon the Service or any Confidential GovPilot Information; (v) attempt to disrupt the integrity or performance of the Service; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) otherwise use the Service in any manner that may violate any applicable laws, rules or regulations or infringe any third party intellectual property or other rights.
- c. **Authorized Users.** Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies. GovPilot reserves the right to immediately suspend any or all Authorized Users' access to the Service if GovPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide GovPilot with the name and email address of each Authorized User promptly following the Effective Date and update the list as it may change during the Term. The access credentials that GovPilot provides to each Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.
- d. **GovPilot Ownership.** Except for the rights granted to Customer in Section 2(a) above and Customer's rights to Data, as between the Parties, GovPilot retains all right, title and interest, including all intellectual property rights, in and to the Service (including all updates thereto) and all aggregated and de-identified information that GovPilot's systems or applications automatically collect regarding use of the Service and its performance ("Diagnostic Data"). All rights that GovPilot does not expressly grant to Customer in this Section 2 are reserved and GovPilot does not grant any implied licenses under this Section 2.
- e. **Feedback.** From time-to-time, Customer may provide GovPilot with feedback, analysis, suggestions and/or comments related to the Service (collectively, "Feedback"). Customer hereby grants to GovPilot a perpetual, irrevocable, transferable, sublicenseable, royalty-free and worldwide right to use, reproduce, modify, create derivative works of, distribute, publicly display or perform the Feedback without restriction whatsoever, in any media now known or hereafter devised, and without any compensation or credit to Customer.
- f. **Training and Support.** Commercially reasonable training and support are available for the Service via remote web session. GovPilot will only respond to training and support requests from the primary and secondary Customer contacts identified on the Cover Sheet. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days. Training and support are subject to the rates set forth in the Cover Sheet.

## 3. Data

As between Customer and GovPilot, Customer owns all Data. Customer hereby grants to GovPilot a license to use all data entered into the Service by Customer or any party acting on its behalf (including Authorized Users) (collectively, "Data") to provide and improve the Service. Customer represents and warrants that: (a) it owns the Data or otherwise has and will have the rights necessary to grant the license set forth in this Section; and (b) the uploading or transmitting of Data to the Service does not and will not violate any third party rights, including, without limitation, any intellectual property or confidentiality rights.

## 4. Professional Services

- a. **General.** Subject to Customer's compliance with the terms and conditions of this Agreement, GovPilot will perform the Professional Services in accordance with any specifications set forth in the Cover Sheet. Professional Services are deemed accepted upon receipt unless otherwise expressly indicated in the Cover Sheet. Customer will reasonably cooperate with GovPilot to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for GovPilot to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any obligations described in the Cover Sheet in a timely manner; and (iii) responding to GovPilot's reasonable requests related to Professional Services in a timely manner.
- b. **Intellectual Property Rights.** GovPilot solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by GovPilot, solely or in collaboration with others, arising out of, or in connection with, GovPilot performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). GovPilot hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term only to use the portion of the Inventions that is incorporated into any deliverables that GovPilot must provide to Customer as set forth on the Cover Page solely to use any such deliverables. GovPilot reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Agreement.

## 5. Fees

- a. **Payment of Fees.** In consideration for the access granted to the Service and GovPilot's performance of the Professional Services, Customer will pay the fees set forth in the Cover Sheet ("Fee"). Payments may only be made by check. Payments more than thirty (30) days overdue will accrue interest at a rate of 15% per year, or the maximum allowed by law, whichever is less.
- b. **Taxes.** All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government ("Taxes"). Customer will pay or reimburse GovPilot for all such Taxes arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of GovPilot).
- c. **Changes to Fees.** GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

## 6. Representations and Warranties and Limitation of Liability

- a. **Representations and Warranties.** Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) it will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.
- b. **Warranty Disclaimer.** Except as expressly set forth under section 6(a), gov pilot makes no other warranties relating to the service (including, without limitation, any content or data appearing therein) or the professional services, and hereby disclaims all other such warranties, whether express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.
- c. **Limitation of Liability.** To the fullest extent permitted by applicable law, (i) in no event will either party be liable for any loss of profits, loss of use, business interruption, loss of data or indirect, special, incidental or consequential

damages of any kind in connection with or arising out of the service and professional services, even if such party has been advised of the possibility of such damages; and (ii) neither party's liability under this agreement will exceed the fees paid by customer to gov pilot under this agreement. the provisions of this section 6 allocate risks under this agreement between customer and gov pilot. the fee reflects this allocation of risks and limitation of liability.

## 7. Indemnification

### a. Infringement Indemnity

- (i) **Indemnity.** GovPilot will defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and GovPilot will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such third party claims, subject to Customer's compliance with Section 7(c) (each, an "Infringement Claim").
- (ii) **Options.** In the event of any Infringement Claim, GovPilot may, at its sole option and expense: (A) procure for Customer the right to continue use of the Service or infringing part thereof; (B) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or, (C) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid Fees.
- (iii) **Exclusions.** GovPilot will have no liability for any Infringement Claim if the alleged infringement results from (A) Customer's breach of this Agreement; (B) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by GovPilot; (C) Customer's failure to use any corrections or modifications made available by GovPilot that would not result in any material loss of functionality; (D) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement; or (E) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by GovPilot in writing.

b. **Customer.** To the fullest extent permitted by applicable law, Customer will defend GovPilot from any claim, action or allegation brought against GovPilot arising from Customer's breach of this Agreement, and Customer will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such Third Party Claims, subject to GovPilot's compliance with Section 7(c).

c. **Procedures.** Any claim subject to indemnification under this Section 7 will be subject to the following provisions: (i) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying Party was materially prejudiced by the delay as proven by documentary evidence; (ii) the indemnifying Party will have the right to control the defense and all negotiations relative to the settlement of any such claim, provided that no settlement on the part of the indemnified Party may be made without the express written consent of the indemnified Party; and (iii) the indemnified Party will reasonably cooperate with the indemnifying Party and its counsel at the indemnifying Party's cost and expense.

d. **Limitation.** This Section 7 states each Party's sole remedy and liability, as applicable, in connection with indemnity claims that fall within the scope of this Section 7.

## 8. Confidential Information.

The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable efforts). Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to any third parties except to its employees who

have a need to know such information to perform obligations or exercise rights under this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. Upon the termination or expiration of this Agreement, each Party will immediately delete all tangible embodiments of the other Party's Confidential Information within its possession or control.

## 9. Term and Termination

- a. **Term.** This Agreement will take effect on the Effective Date and will remain in force for the initial term specified on the Cover Sheet ("**Initial Term**"). Thereafter, the Agreement will renew on an annual basis until either Party provides at least sixty (60) days' prior written notice of its desire not to renew prior to the end of the then-current term (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**").
- b. **Termination for Cause.** Either Party may, immediately upon providing written notice to the other Party, terminate this Agreement if the other Party (i) is in material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the other Party written notice of such breach; or (ii) terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
- c. **Survival and Termination Obligations.** Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service and all outstanding Fees will become immediately due and payable to GovPilot. Sections 1, 2(b)-(e), 3, 4(b), 5(a)-(b), 6-8, 9(c), 10 and all defined terms appearing in those Sections will survive this Agreement.

## 10. Miscellaneous

- a. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other Party, except in connection with a sale of assets, reorganization, acquisition, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 10(a) will be null and void.
- b. **Notices.** Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via facsimile or electronic mail pursuant to the contract information set forth in the Cover Page. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.
- c. **Limitation on Claims.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or reasonably should have known of the breach or claimed breach.
- d. **Force Majeure.** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the applicable Party. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

- e. **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.
- f. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- g. **Integration.** This Agreement and the Cover Sheet contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.
- h. **Purchase Orders.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of GovPilot to object to such terms, provisions or conditions.
- i. **Export.** Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.
- j. **U.S. Government Restricted Rights.** If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that GovPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with GovPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- k. **Trademarks.** Upon obtaining the other Party's prior written consent in each instance, each Party may use the other Party's name, trademarks, tradenames, service marks, and logos, in its client or service provider list, as applicable, in the same manner in which it uses the names of its other clients and service providers, as applicable.
- l. **Governing Law.** This Agreement will be governed by the laws of the State of New Jersey, without reference to its conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Hudson County, New Jersey. The Parties hereby consent to the exclusive jurisdiction and venue of such courts and agree not to challenge such venue under any circumstances.

12/20/11

Taxpayer Identification# 223-009-648/000

Dear Business Representative:

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

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

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

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


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
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: <b>SHI INTERNATIONAL CORP.</b>	TRADE NAME: <b>SOFTWARE HOUSE</b>	
ADDRESS: <b>290 DAVIDSON AVENUE SOMERSET NJ 08873</b>	SEQUENCE NUMBER: <b>0078008</b>	
EFFECTIVE DATE: <b>12/11/89</b>	ISSUANCE DATE: <b>12/20/11</b>	
	 Director, New Jersey Division of Revenue	
FORM-BRC 134-081-192057-000	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078008 FOR SHI INTERNATIONAL CORP. IS VALID.



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

City Clerk File No. Res. 19-045

Agenda No. 10.T

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF BLEEDER KITS FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the bleeder kits are hemorrhage control devices specifically designed for the treatment of massive hemorrhage; the leading cause of preventable death; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Lawmen Supply Company, 7150 Airport Highway, Pennsauken, New Jersey 08109 in the total amount of twenty three thousand, six hundred four dollars (\$23,604.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Lawmen Supply Company to be the most advantageous, price and other factors considered; and

**WHEREAS**, the City of Jersey City ("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 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Office of Emergency Management and Homeland Security has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor 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 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds are available for this contract in the Grant Account;

Account	PO #	Total Contract
02-213-40-872-314	132103	\$23,604.00

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

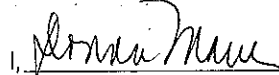
1. A contract award to Lawmen Supply Company in the amount of \$23,604.00 for bleeder kits is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the 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.; and

(Continued on page 2)

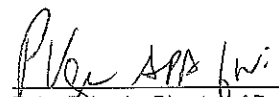
TITLE: **JAN 24 2019**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF BLEEDER KITS FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**

- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

 Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>
02-213-40-872-314	132103	\$23,604.00

Approved by:  \_\_\_\_\_  
 Peter Folgado, Director of Purchasing  
 RPPO, QPA

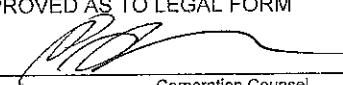
January 10, 2019  
Date

PF/pv  
1/10/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_  
Business Administrator

 \_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

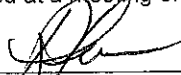
**APPROVED 9-0**

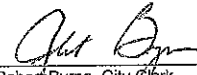
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>1-24-19</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ 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

*R.R.  
1-14-19*

**RESOLUTION FACT SHEET**

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 LAWRENCE SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF BLEEDER KITS FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**

**Initiator**

Department/Division	PUBLIC SAFETY	Office of Emergency Management and Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201-547-5681	WKierce@NJJCPS.ORG

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


**Resolution Purpose**

Hemorrhage control devices specifically designed for the treatment of massive hemorrhage; the leading cause of preventable death.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

11/11/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peter Argado, Director of Purchasing  
RPPO, QPA

11/11/19  
\_\_\_\_\_  
Date


## DETERMINATION OF VALUE CERTIFICATION

I, W. Greg Kierce, of full age, hereby certify the following:

1. I am the Director of the Office of Emergency Management and Homeland Security.
2. The City needs to purchase a bleeder kits.
4. The administration's recommendation is to award a contract to Lawmen Supply Company.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

1/11/19

  
W. Greg Kierce, Director  
OEM & Homeland Security

# LAWMEN SUPPLY COMPANY

7150 Airport Highway  
Pennsauken, NJ 08109  
856-488-4489

## Quote

Date 12/07/2018  
Quote # QT1224938  
Expires 01/06/2019  
Sales Rep Gennaro, Michael  
PO # Bleeding Control  
Shipping Method FedEx Ground  
Shipping Code (2)

**Bill To**  
Greg Kierce  
Jersey City Dept. of Emergency Management  
715 Summit Avenue  
Jersey City NJ 07307

**Ship To**  
Greg Kierce  
Jersey City Dept. of Emergency Management  
715 Summit Avenue  
Jersey City NJ 07307

Item #	Description	Quantity	Unit Price	Total Price
88-102-01	Mojo Belt Bleeder Kit - Basic (Wallet)	300	68.00	20,400.00
31-115	TMT Tourniquet	100	32.04	3,204.00

APPROVED  
FY-18  
*[Signature]*

Thank you for choosing Lawmen Supply  
Orders are placed when a purchase order is received.

Subtotal	23,604.00
Shipping Cost (FedEx Ground)	0.00
<b>Total</b>	<b>\$23,604.00</b>

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1224938

QUOTATION ANALYSIS SHEET

DATE	12/27/2018	VENDOR NAME		LAWMEN		MCKESSON		V.E.	
REQ. NO.	R0186626			SUPPLY				RALPH	
DIV/DEPT	OEM			UNIT	EXT	UNIT	EXT	UNIT	EXT
ITEM #		QTY	UNIT		AMT	COST	AMT	COST	AMT
1	MOJO BELT BLEEDER	300	EA	\$68.00	\$20,400.00	\$115.47	\$34,641.00	\$0.00	\$0.00
2			EA		\$0.00		\$0.00		\$0.00
3	TMT TOURNIQUET	100	EA	\$32.04	\$3,204.00	\$24.95	\$2,495.00	\$0.00	\$0.00
4			EA		\$0.00		\$0.00		\$0.00
5			EA		\$0.00		\$0.00		\$0.00
6			EA		\$0.00		\$0.00		\$0.00
7	V.E: RALPH NO BID		EA		\$0.00		\$0.00		\$0.00
8	SEE E-MAIL		EA		\$0.00		\$0.00		\$0.00
9			EA		\$0.00		\$0.00		\$0.00
10			EA		\$0.00		\$0.00		\$0.00
11			EA		\$0.00		\$0.00		\$0.00
12			EA		\$0.00		\$0.00		\$0.00
13			EA		\$0.00		\$0.00		\$0.00
14			EA		\$0.00		\$0.00		\$0.00
15			EA		\$0.00		\$0.00		\$0.00
SUB-TOTAL					\$23,604.00		\$37,136.00		\$0.00
SHIPPING/HANDLING					\$0.00		\$0.00		\$0.00
TOTAL					\$23,604.00		\$37,136.00		\$0.00

BUYER'S NOTES:

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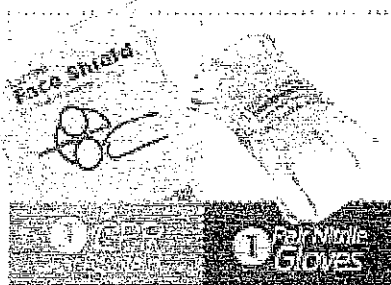
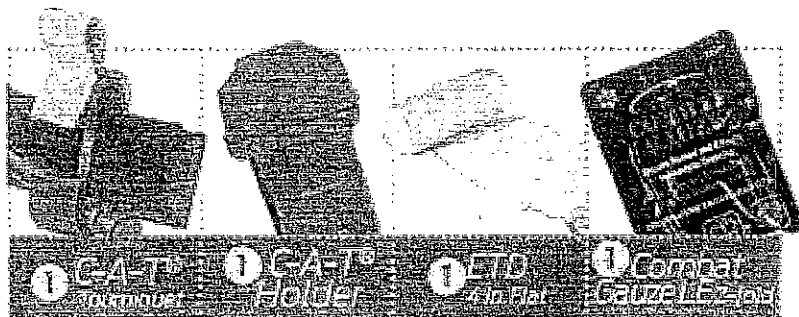
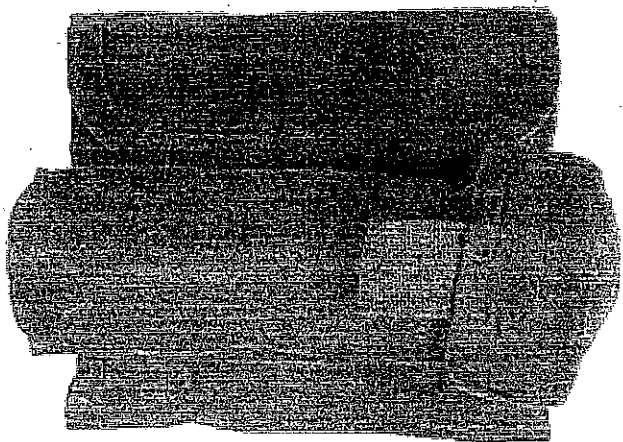


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Please find the information on the Belt Trauma Kit (BTK).  
ABOUT A 10 WEEK LEAD TIME

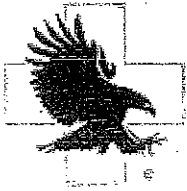
NOTE - 80-0427 IS \$115.47 X 300 = \$34,641.00 WITH

Quantity	UOM	Item Number	Item Description
300	EA	80-0427	KIT, BELT TRAUMA - COMPLETE



<https://www.narescue.com/belt-trauma-kit>

If you have any questions or if there is anything else I can help you with, please let me know.



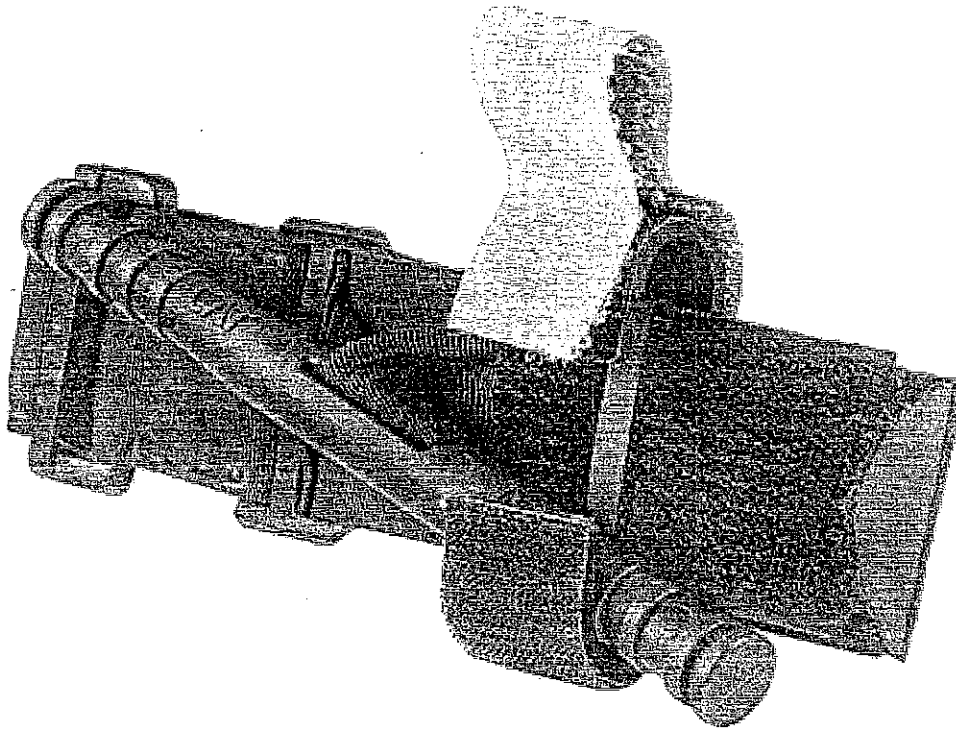
**NORTH AMERICAN RESCUE**  
www.NARescue.com 888.689.6277

*Note 30-0001-Tourniquet is 24.95 x 100 = \$2,495.00 Available*

Hi Tom,

Here is a link to the  
CAT®

Quantity	UOM	Item Number	Item Description
100	EA	30-0001	TOURNIQUET, COMBAT APPLICATION



<https://www.narescue.com/combat-application-tourniquet-c-a-t>

Tom Quinn  
McKesson Medical Surgical  
cell: 973-903-8969





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LAW MEN SUPPLY COMPANY OF NEW JERSEY, INC.

**Trade Name:**

**Address:** 7150 AIRPORT HWY  
PENNSAUKEN, NJ 08109

**Certificate Number:** 0071847

**Effective Date:** January 12, 1984

**Date of Issuance:** January 10, 2019

**For Office Use Only:**

20190110160854665

**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).

Steven Fulop for Mayor 2017	Mira Frinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jemaine Robinson

**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
Andrew Hubrjzen	162 East 93rd Street New York, NY 10128
Michael Bonnet	21 Plymouth Rd Summit, NJ 07901

**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: Primen Supply Co  
Signature of Affiant: [Signature] Title: President  
Printed Name of Affiant: Chris Ferrari Date: 1-10-19

Subscribed and sworn before me this 10th day of January, 2019  
My Commission expires:

[Signature]  
(Witnessed or attested by)  
(Sent)

ANDREA CANAVATCHEL  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2423798  
My Commission Expires 06/2022

# 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:	Lawmen Supply Co		
Address:	7150 Airport Highway		
City:	Panasaukan	State:	NJ
		Zip:	08109

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.

 Chris Ferrari President  
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
None			\$

Check here if the information is continued on subsequent page(s)

**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 Lawmen Supply Co. (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: Lawmen Supply Co

Signed: [Signature] Title: President

Print Name: Chris Ferrari Date: 7-10-18

Subscribed and sworn before me  
this 11th day of January 2019.  
My Commission expires: \_\_\_\_\_

[Signature]  
Chris Ferrari, President  
(Print name & title of affiant) (Corporate Seal)

ANDREA CANAVATCHEL  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2423796  
My Commission Expires 08/2022  
[Signature]

\*\*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.

**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](http://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):

Chris Ferrari President

Representative's Signature:

*Chris Ferrari*

Name of Company:

Larmer Supply Co

Tel. No.:

930-488-1499

Date:

1-18-19

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. 8121 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: Chris Ferrari President

Representative's Signature: [Signature]

Name of Company: Fairview Supply Co

Tel. No.: 817-455-4499

Date: 1-10-19

**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: Lawmen Supply Co.  
Address: 7150 Airport Highway Pennsauken NJ 08109  
Telephone No.: 856-488-4499  
Contact Name: Jason Durie

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**

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 : Lawman Supply Co.  
Address : 7150 Airport Highway, Pennsauken, NJ 08109  
Telephone No. : 856-488-4499  
Contact Name : Jason Dune

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.

OFFICE OF EQUAL OPPORTUNITY COPY





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LAWREN SUPPLY COMPANY OF NEW JERSEY, INC.  
**Trade Name:**  
**Address:** 7150 AIRPORT HWY  
PENNSAUKEN, NJ 08109  
**Certificate Number:** 0071847  
**Effective Date:** January 12, 1984  
**Date of Issuance:** September 28, 2017

**For Office Use Only:**  
20170928100751376

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

City Clerk File No. Res. 19-046

Agenda No. 10.U

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND DELIVERY OF TWO 2019 CHEVROLET PICKUP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS, N.J.S.A. 52:34-6.2** authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS,** certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS,** the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS,** the Department of Public Works, Division of Sanitation needs to purchase two 2019 Chevrolet pickup trucks for snow plowing and salting; and

**WHEREAS,** Resolution 14.538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, (now known as Sourcewell Purchasing Cooperative); and

**WHEREAS,** the Department of Public Works, Division of Sanitation wishes to purchase two 2019 Chevrolet pickup trucks from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California 95076 who is in possession of Sourcewell contract number 120716-NAF; and

**WHEREAS,** funds are available for this contract in the Capital Account;

Acct #	P.O. #	Amount
04-215-55-167-990	131995	\$71,793.60

**WHEREAS,** the total amount of the contract is \$71,793.60; and

**WHEREAS,** the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS,** these funds are available for this expenditure in accordance with the 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:

1. A contract award to National Auto Fleet Group in the amount of \$71,793.60 for the purchase of two 2019 Chevrolet pickup trucks is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

(Continued on page 2)

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND DELIVERY OF TWO 2019 CHEVROLET PICKUP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)**

- 4. 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.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O. #	Amount
04-215-55-167-990	131995	\$71,793.60

Approved: Peter Folgado  
 Peter Folgado, Director of Purchasing,  
 QPA, RPPO

January 9, 2019  
 Date

PF/pv  
 1/9/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: 16  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

R.B.  
 1-10-19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND DELIVERY OF TWO 2019 CHEVROLET PICKUP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)**

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jcni.org mvalenti@jcni.org

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

**Contract Purpose**

- ↓ To purchase two (2) Colorado Pickup Trucks
- ↓ Each costs \$35,896.80
- ↓ For snow plowing and salting of dead end blocks and smaller street
- ↓ 4WD EXT CAB 128.3 inch

**Cost (Identify all sources and amounts)**

04-215-55-167-990 – (DPW Capital Acct)  
Total Contract amount=\$71,793.60

**Contract term (include all proposed renewals)**

One time purchase.

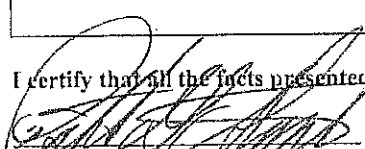
**Type of award**

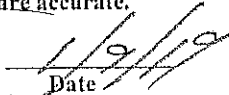
SOURCEWELL PURCHASING COOPERATIVE

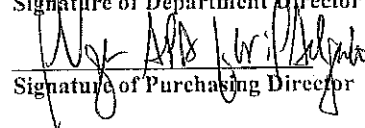
If "Other Exception", enter type

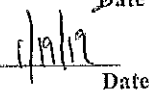
**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

  
Signature of Purchasing Director

  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** 72 HR LLC  
**Trade Name:** NATIONAL AUTO FLEET GROUP  
**Address:** 490 AUTO CENTER DR  
WATSONVILLE, CA 95076  
**Certificate Number:** 1738490  
**Effective Date:** August 23, 2012  
**Date of Issuance:** December 27, 2018

**For Office Use Only:**  
20181227131907278



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/5/2018

Quote ID: 9051 R1

Order Cut Off Date: TBA



Mr Marty Valenti  
Jersey City DPW Automotive Division

13 Linden Ave East  
Jersey, New Jersey, 07305

Dear Marty Valenti,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2019 Chevrolet Colorado (12M53) 4WD Ext Cab 128.3" Work Truck 6.2' Box, Factory Order ) and delivered to your specified location, each for

	One Unit	Extended Unit's (2)
Contract Price	\$35,896.80	\$71,793.60
Factory Order	\$0.00	\$0.00
Tax (0.0000 %)	\$0.00	\$0.00
Tire fee	\$0.00	\$0.00
Total	\$35,896.80	\$71,793.60

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



GMC

**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) in 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).

Steven Pulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Waiterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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
Melvin Cooper	490 Auto Center Dr., Watsonville, CA 95076
Deese Cooper	490 Auto Center Dr., Watsonville, CA 95076

**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: National Auto Fleet Group  
 Signature of Affiant: [Signature] Title: Manager  
 Printed Name of Affiant: Miranda Rodriguez Date: 9/19/18

Subscribed and sworn before me this 19 day of Sept, 2018.  
See Attached Jurat - David Dea [Notary Public]  
 (Witnessed or attested by)  
 My Commission expires: \_\_\_\_\_  
 (Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

*[Handwritten Signature]*

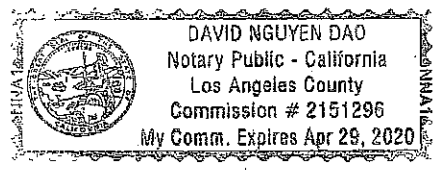
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 19 day of Sept, 2013  
 by Miranda Rodriguez  
 (and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Handwritten Signature]*  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Business Entity Disclosure Certification Document Date: 9/19/13

Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_





**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 National Auto Fleet Group (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: National Auto Fleet Group (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: National Auto Fleet Group

Signed: [Signature] Title: Manager

Print Name: Miranda Rodriguez Date: 9/19/18

Subscribed and sworn before me  
this 19 day of sept, 2018.  
My Commission expires:

See Attached Just - David Dai [Mutany Pubk]  
(Affiant)

\_\_\_\_\_  
(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.

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

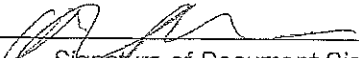
1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6       \_\_\_\_\_  
*Signature of Document Signer No. 1*      *Signature of Document Signer No. 2 (if any)*

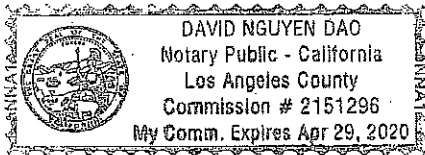
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

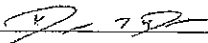
State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 19 day of Sept, 2018  
 by      Date      Month      Year  
 (1) Miranda Rodriguez

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.



Signature   
*Signature of Notary Public*

Seal -  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Certification of Compliance with the City of Jersey City Document Date: 9/19/18

Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

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 AA392 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://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. 17:27 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. 17:27 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Miranda Rodriguez / Manager

Representative's Signature: 

Name of Company: National Auto Fleet

Tel. No.: (855) 209-6572

Date: 9/19/2018

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

The contractor and the Owner of National Auto Fleet Group (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 services 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 Micanda Rodriguez / Manager  
Representative's Signature: [Signature]  
Name of Company: National Auto Fleet Group  
Tel. No. 855-289-6572 Date: 9/19/18

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: National Auto Fleet Group

Address: 490 Auto Center Drive

Telephone No.: (855) 289-6572

Contact Name: Jesse Cooper

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

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 : National Auto Fleet Group  
Address : 490 Auto Center Drive  
Telephone No. : (855) 289-6572  
Contact Name : Jesse Capor

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.

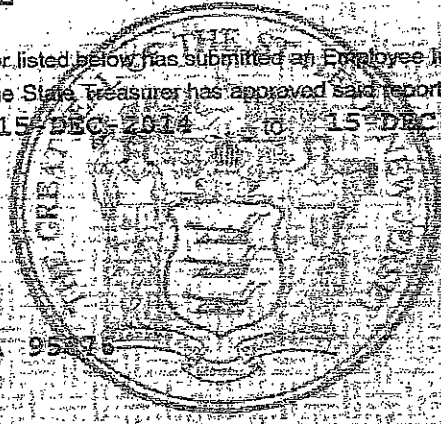
OFFICE OF EQUAL OPPORTUNITY COPY

# 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 DEC 2014 to 15 DEC 2021

72 HOUR LLC  
490 AUTO CENTER DR.  
WATSONVILLE

CA 95076



*[Signature]*  
Angela P. Sclafoni-Castell  
State Treasurer



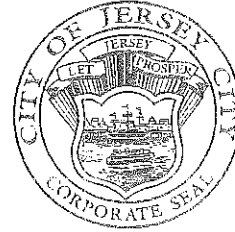
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-047

Agenda No. 10.V

Approved: JAN 24 2019

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 17-048, approved on January 25, 2017, awarded a one-year contract in the amount of \$537,823.00 to **Lincoln Recycling Service LLC** for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

**WHEREAS**, the bid specifications provided the City with options to renew the contract for up to 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**, Resolution No. 18-079, approved on January 24, 2018, exercised the first option to renew for a total contract amount of \$537,823.00; 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 **January 25, 2019 and ending on January 24, 2020** and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, the total cost of the contract renewal is **\$537,823.00**; and

**WHEREAS**, funds in the amount of \$50,000.00 are available in the **Division of Sanitation Operating Account No. 18-01-201-26-290-314**; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2019 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

**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 **Lincoln Recycling Service LLC** for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation;
- 2) The renewal contract is for a one-year period effective as of January 25, 2019, and the total cost of the contract shall not exceed **\$537,823.00**;
- 3) 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. 19-047

Agenda No. 10.V

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 19-01-201-26-290-314 for payment of the above resolution.

Requisition # 0186739

Purchase Order # 132047

January 4, 2019

APPROVED: [Signature]  
Patrick G. Stamato, DPW Director

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.24.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]  
Rafael 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 LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION**

**Project Manager**

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli	Director
Phone/email	201-547-4400	flamparelli@jcnj.org

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

**Contract Purpose**

- ✦ Disposal of various waste types.
- ✦ Such as construction and demolition, sweeper debris, woods, tires, white goods, Christmas trees and vegetative waste (leaves).
- ✦ Open end contract.
- ✦ DPW spent about \$455,000.00 in the previous contract.

**Cost (Identify all sources and amounts)**

01-201-26-290-314 (Dif Off Operating)  
 Total Contract amount=\$537,823.00  
 Temporary Encumbrancy =\$50,000.00

**Contract term (include all proposed renewals)**

01/25/19 to 01/24/20.  
 This is the final renewal.

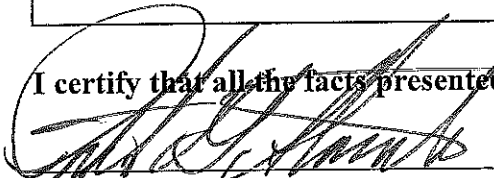
**Type of award**

Contract Renewal – Public Bid

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director

  
 Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 18-079  
Agenda No. 10.7.2  
Approved: JAN 24 2018



TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-048, approved on January 25, 2017, awarded a one-year contract in the amount of \$537,823.00 to Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to 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, 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 January 25, 2018 and ending on January 24, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$537,823.00; and

WHEREAS, funds in the amount of \$50,000.00 are available in the Division of Sanitation Operating Account No. 18-01-201-26-290-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

**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 Lincoln Recycling Service LLC for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation;
- 2) The renewal contract is for a one-year period effective as of January 25, 2018, and the total cost of the contract shall not exceed \$537,823.00;
- 3) 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)

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-079  
Agenda No. 10.2.2 JAN 24 2018

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION**

I, Donna Maur Donna Maur, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 18-01-201-26-290-314 for payment of the above resolution.

Requisition # 0181846

Purchase Order # 127706

January 5, 2018

APPROVED: [Signature]  
Patrick G. Stamato, DPW Director  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM RR  
1-16-18  
Joanne Morales  
Corporation Counsel  
Certification Required   
Not Required  APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.24.18</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]  
Ricardo E. Lavarro, Jr., President of Council

[Signature]  
Robert Byna, City Clerk

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

City Clerk File No. Res. 18-079  
Agenda No. 10.Z.2  
Approved: JAN 24 2018



TITLE:

## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-048, approved on January 25, 2017, awarded a one-year contract in the amount of \$537,823.00 to **Lincoln Recycling Service LLC** for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

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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 January 25, 2018 and ending on January 24, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$537,823.00; and

WHEREAS, funds in the amount of \$50,000.00 are available in the Division of Sanitation Operating Account No. 18-01-201-26-290-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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 **Lincoln Recycling Service LLC** for the disposal of various waste types for the City of Jersey City (City), Department of Public Works / Division of Sanitation;
- 2) The renewal contract is for a one-year period effective as of January 25, 2018, and the total cost of the contract shall not exceed \$537,823.00;
- 3) 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)

Continuation of Resolution \_\_\_\_\_

City Clerk File No. Res. 18-079

Agenda No. 10.7.2 JAN 24 2018

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 18-01-201-26-290-314 for payment of the above resolution.

Requisition # 0181846

Purchase Order # 127706

January 5, 2018

APPROVED: [Signature]  
Patrick G. Stamatop, DPW Director  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM R.B  
1-16-18  
[Signature]  
Corporation Counsel

Certification Required   
Not Required  APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]  
Robiano F. Lavatro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**BID SPECIFICATIONS FOR**

**BID PROPOSAL/DOCUMENTS**

**DISPOSAL OF VARIOUS WASTE TYPES  
DFW/DIVISION OF DIRECTOR'S OFFICE**

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below.  
Vendor will bid on the maximum quantities.

IN TONNAGE

ITEM	QUANTITY	DESCRIPTION	UNIT COST	TOTAL BID
A	0-4,000	Construction and Demolition (C&D)	\$ 74.21 p/ton	\$ 296,840.00
B	0-1,700	IDW - Sweeper Debris	\$ 79.21 p/ton	\$ 134,657.00
C	0-600	Wood	\$ 79.21 p/ton	\$ 47,526.00
D	0-200	Tires	\$ 175 p/ton	\$ 35,000.00
E	0-100	White Goods (Refrigerator and Air conditioners)	\$ 30.00 p/ton	\$ 3,000.00
F			A+B+C+D+E	\$ 531,023.00

IN CUBIC YARDS

ITEM	QUANTITY	DESCRIPTION	UNIT COST	TOTAL BID
G	0-600	Christmas Trees	\$ 8.50 p/yd	\$ 5,100
H	0-200	Vegetative Waste (leaves)	\$ 8.50 p/yd	\$ 1,700
I			G+H	\$ 6,800

GRAND TOTAL PRICE ITEMS F+I

The City will use the grand total price calculated by using the maximum quantities stated for items F+I. The Contractor shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantities without prior issuance of a change order.

\$ Five Hundred Thirty Seven Thousand Eight Hundred Twenty Three.  
(In Writing)

\$ 537,823.00  
(In Figures)



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

City Clerk File No. Res. 17-048

Agenda No. 10.R

Approved: JAN 25 2017

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION

### COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on December 15, 2016 for the Disposal of Various Waste Types for the Department of Public Works/Division of Sanitation; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for Nine (9) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, Lincoln Recycling Service LLC submitted the low bid in the amount of \$537,823.00; and

WHEREAS, the sum of Five Hundred Thirty Seven Thousand, Eight Hundred Twenty Three (\$537,823.00) Dollars, will be budgeted for in the 2017 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Lincoln Recycling Service LLC to be fair and reasonable; and

WHEREAS, the sum of Forty Thousand \$40,000.00 is available in Operating Account No. 01-201-26-290-314;

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 execute an agreement with Lincoln Recycling Service LLC for the Department of Public Works/Division of Sanitation;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for Nine (9) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
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

(continued on Page 2)

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 17-048  
Agenda No. 10.R JAN 25 2017  
TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO LINCOLN RECYCLING SERVICE LLC FOR THE DISPOSAL OF VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION**

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 (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Sanitation			Amount
Acct #	P.O #	Temp. Encumb.	
01-201-26-290-314	123593		\$40,000.00
		<b>TOTAL CONTRACT</b>	<b>\$537,823.00</b>

Approved by Peter Folgado 1/17/17  
Peter Folgado, Director of Purchasing  
PF/ps 1/17/17

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ Business Administrator  
APPROVED AS TO LEGAL FORM \_\_\_\_\_ Corporation Counsel  
Certification Required   
Not Required  APPROVED 8-0

R.R. 1-17-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.  
Rafael R. Lavarro, Jr. President of Council  
Robert Byrne City Clerk

Certification 56556

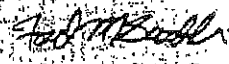
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-SEP-2016 to 15-SEP-2023.



LINCOLN RECYCLING SERVICES, LLC  
4711 DELL AVE  
NORTH BERGEN NJ 07047



FORD M. SCUDDER  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LINCOLN RECYCLING SERVICES, LLC

**Trade Name:**

**Address:** 4711 DELL AVENUE  
NORTH BERGEN, NJ 07047-2815

**Certificate Number:** 1827842

**Effective Date:** October 11, 2013

**Date of Issuance:** September 26, 2016

**For Office Use Only:**

20160926112019748

## Silendra Baijnauth

---

**From:** Mary Abbatiello <MAbbatiello@lincolnrecyclingnj.com>  
**Sent:** Monday, December 31, 2018 4:14 PM  
**To:** Silendra Baijnauth  
**Cc:** Jim Francesco; James Eve  
**Subject:** Contract Renewal  
**Attachments:** EEOAffirmative Actions Requirements Copy 12.31.18.pdf; Pay to Play 2018 Document Copy Ordinance of Jersey City.pdf

Silendra

As per your request, attached please find the completed forms requested. If you have any questions, please contact us.

Wishing you a very Happy New Year.

*Mary Abbatiello*

Accounting Department

Lincoln Recycling Services LLC  
4711 Dell Ave North Bergen NJ 07047  
Phone (201)974-2962 Ext.4  
Fax (201)974-2965



[www.lincolnrecyclingnj.com](http://www.lincolnrecyclingnj.com)

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Spvg. Adm. Analyst, Public Agency Compliance Officer  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547- 4538  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

(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](http://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): James Francesco

Representative's Signature: 

Name of Company: Lincoln Recycling Services, LLC

Tel. No.: 201-974-2962 Date: DECEMBER 31, 2018




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 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: James Francesco  
Representative's Signature:   
Name of Company: Lincoln Recycling Services, LLC  
Tel. No.: 201-974-2962 Date: December 31, 2018

**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 : Lincoln Recycling Services, LLC.  
Address : 4711 Dell Ave., North Bergen, NJ 07047  
Telephone No. : 201-974-2962  
Contact Name : James Francesco

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: Lincoln Recycling Services, LLC  
Address: 4711 Dell Ave, North Bergen, NJ 07047  
Telephone No.: 201-974-2962  
Contact Name: JAMES FRANCESCO

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.

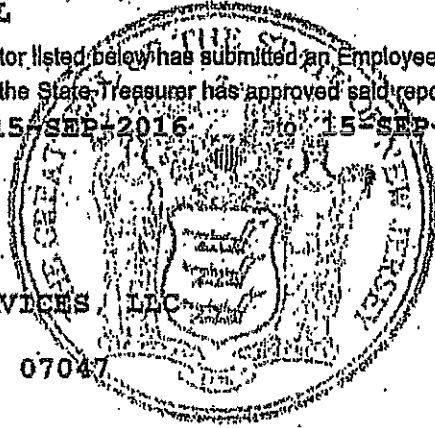
DIVISION OF PURCHASING COPY

Certification 56556

# 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-SEP-2016** to **15-SEP-2023**



LINCOLN RECYCLING SERVICES, LLC  
4711 DELL AVE.  
NORTH BERGEN NJ 07047



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER  
State Treasurer

**State of New Jersey**  
**Division of Public Contracts Equal Employment Opportunity Compliance**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 20		
4. COMPANY NAME Lincoln Recycling Services, LLC							
5. STREET 4711 Dell Ave.		CITY North Bergen		COUNTY Hudson	STATE NJ	ZIP CODE 07047	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None				CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER							
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ							
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT							
10. PUBLIC AGENCY AWARDDING CONTRACT		CITY		COUNTY	STATE	ZIP CODE	

Official Use Only	DATE RECEIVED	INAUG DATE	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	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees			***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers	02	02	0	0	02	0	0	0	0	0	0	0	0	
Professionals	03	03	0	0	0	0	0	03	0	0	0	0	0	
Technicians	01	01	0	0	0	0	0	01	0	0	0	0	0	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	20	01	01	0	0	0	0	02	0	0	0	0	0	
Craftworkers (Skilled)	03	03	0	0	03	0	0	0	0	0	0	0	0	
Operatives (Semi-Skilled)	01	01	0	0	01	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	08	08	0	0	08	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total employment From previous Report (if any)	20	19	01	0	14	0	0	6	0	0	0	0	0	
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Records		14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		15. IF NO, DATE LAST REPORT SUBMITTED 2018	
13. DATES OF PAYROLL PERIOD USED FROM: 01/01/2018    TO: 12/29/2018					

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) James Francesco		SIGNATURE		TITLE Vice President		DATE 12/31/2018	
17. ADDRESS NO. & STREET 4711 Dell Avenue		CITY North Bergen		COUNTY Hudson		STATE    ZIP CODE    PHONE, AREA CODE, NO. NJ    07047    201-974-2962	

I certify that the information on this form is true and correct.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LINCOLN RECYCLING SERVICES, LLC

**Trade Name:**

**Address:** 4711 DELL AVENUE  
NORTH BERGEN, NJ 07047-2815

**Certificate Number:** 1827842

**Effective Date:** October 11, 2013

**Date of Issuance:** December 31, 2018

**For Office Use Only:**

20181231142206433

**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 Lincoln Recycling Services, LLC (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: Lincoln Recycling Services, LLC

Signed: [Signature] Title: Vice President

Print Name: James Francesco Date: December 31, 2018

Subscribed and sworn before me  
this 31<sup>st</sup> day of December, 2018.  
My Commission expires: 11.28.21.

[Signature]  
(Affiant)  
Vice President  
(Print name & title of affiant) (Corporate Seal)

Mary Abbatiello  
Mary Abbatiello  
Notary Public, State of N.Y.  
No. 01AB6137463  
Qualified in Nassau County  
Commission Expires 11/28/21

\*\*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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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 Frola	3197 North Jackson Ave, Uniontown OH 44685
James Francesco	224 Addison Pl. Paramus, NJ 07652
Jeffrey Marangi	1025 Maxwell Lane, Hoboken, NJ 07030

**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: Lincoln Recycling Services, LLC.  
 Signature of Affiant: [Signature] Title: Vice President  
 Printed Name of Affiant: James Francesco Date: December 31, 2018

Subscribed and sworn before me this 31<sup>st</sup> day of December, 2018

My Commission expires: 11.28.21

[Signature]  
 (Witnessed or attested by)

(Seal)  
 Mary Abbatiello  
 Notary Public, State of N.Y.  
 No. 01AB6137463  
 Qualified in Nassau County  
 Commission Expires 11/28/21





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

City Clerk File No. Res. 19-048

Agenda No. 10-W

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ROUTE 23 AUTO MALL LLC FOR THE PURCHASE AND DELIVERY OF TWO FORD F550 CHASSIS XL TRUCKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Department of Public Works, Division of Automotive Maintenance needs to purchase two 2019 Ford F550 trucks for snow plowing and salting; 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 a City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Route 23 Auto Mall LLC, 1301 Route 23 South, Butler, New Jersey 07405 is in possession of State contract 17-FLEET-00241, and will provide two 2019 Ford F550 trucks for a total contract amount of one hundred thousand two, nine hundred fifty six dollars (\$102,956.00); and

**WHEREAS**, funds are available for this contract in the Capital Account;

Acct #	P.O. #	State Contract	Total Contract
04-215-55-170-990	132089	17-FLEET-00241	\$102,956.00

**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 award to Route 23 Auto Mall LLC in the amount of \$102,956.00 for the purchase and delivery of two 2019 Ford F550 trucks is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. 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.

(Continued to page 2)

City Clerk File No. Res. 19-048

Agenda No. 10.W

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ROUTE 23 AUTO MALL LLC FOR THE PURCHASE AND DELIVERY OF TWO FORD F550 CHASSIS XL TRUCKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE**

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 Capital Account;

Acct #	P.O. #	State Contract	Total Contract
04-215-55-170-990	132089	17-FLEET-00241	\$102,956.00

Approved by: Peter Folgado RPPO, QPA January 9, 2019  
 Peter Folgado, Director of Purchasing  
 Date

PF/pv  
1/9/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: HA  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.24.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

B.R.  
1-10-19

**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 ROUTE 23 AUTO MALL LLC FOR THE PURCHASE AND DELIVERY OF TWO FORD F550 CHASSIS XL TRUCKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jcnj.org mvalenti@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 purchase two (2) Ford F 550.  
↓ For snow plowing and salting citywide.  
↓ Each Cost is \$51,478.00

**Cost (Identify all sources and amounts)**

(DPW Capital Account)  
04-215-55-170-990  
Total Contract amount=\$102,956.00

**Contract term (include all proposed renewals)**

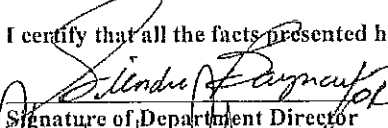
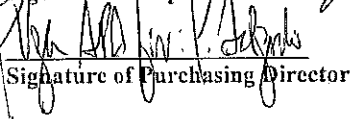
One time purchase.

Type of award **State Contract Award**

If "Other Exception", enter type

**Additional Information**

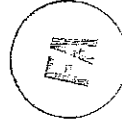
I certify that all the facts presented herein are accurate.

 01/09/19  
Signature of Department Director Date  
 1/9/19  
Signature of Purchasing Director Date

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NJ STATE CONTRACT  
CONTRACT 17-FLEET-00241, Butler, New Jersey, 07405  
Office: 973-838-0800



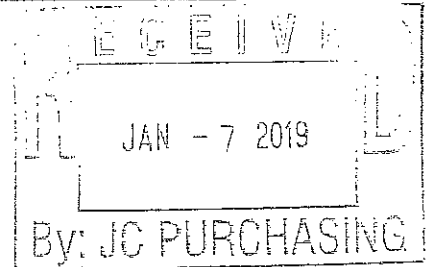
### Customer Proposal

**Prepared for:**

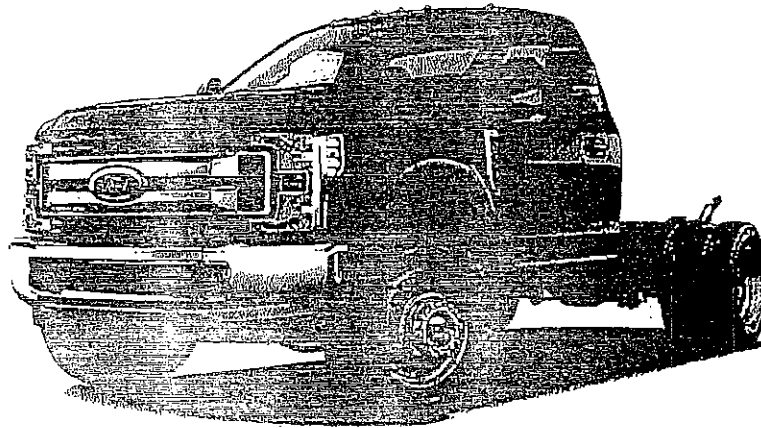
Mr. Martin Valente  
Supervisor, Jersey City DPW  
13 Linden Ave  
Jersey City, NJ 07305  
Office: 201-547-4462  
Email: MValenti@jcnj.org

**Prepared by:**

Dave Armiger  
Office: 973-838-0800



Date: 12/18/2018  
Vehicle: 2019 F-550 Chassis XL  
4x4 SD Regular Cab 145" WB DRW  
Quote ID: JCPWF5H19M



Contract/Blanket #	Bid #	Description	Vendor Name	Type Code	Begin Date	End Date
42092		T2085 - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	PML INC, Dba Politi Auto Parts	04	08/10/2016	08/09/2019
40176		T0084 - AUTOMOTIVE GLASS AND WINDSHIELD REPAIR	Quality Auto Glass Inc.	06	11/01/2015	10/31/2019
82769		T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL	Rachles/Micheles Oil Co	04	11/01/2012	05/31/2019
80913		T0083 - GASOLINE, AUTOMOTIVE	Rachles/Micheles Oil Co	04	02/29/2012	03/31/2019
17-FOOD-00399	17DPP00140	T0077 Number 2 Heating Fuel Oil	Rachles/Micheles Oil Co	04	07/01/2018	06/30/2023
82763		T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL	Riggins Inc.	04	11/01/2012	05/31/2019
80909		T0083 - GASOLINE, AUTOMOTIVE	Riggins Inc.	04	02/29/2012	03/31/2019
17-FOOD-00392		T0077 Number 2 Heating Fuel Oil	Riggins Inc.	04	07/01/2018	06/30/2023
42073		T2085 - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	Route 23 Automall LLC	04	08/10/2016	08/09/2019
17-FLEET-00241	17DPP00105	Universal Truck, 19,500 lb. GVWR Crew Cab & Chassis, DRW, 4WD, with Various Bodies (T-3063)	Route 23 Automall LLC	01	08/17/2017	08/16/2020
40845		T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	Sisbarro Towing and Recovery LLC	04	03/18/2016	03/17/2019

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1 2 3 4

Exit

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SONJ\_SONJ\_PROD\_BUYSPPEED\_4\_bso



**Master Blanket Purchase Order 17-FLEET-00241**

**Header Information**

<b>Purchase Order Number:</b>	17-FLEET-00241	<b>Release Number:</b>	0	<b>Short Description:</b>	Universal Truck, 19,500 lb. GVWR Crew Cab & Chassis, DRW, 4WD, with Various Bodies (T-3063)
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Donald Warren	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2017	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	Division of Purchase and Property	<b>Location:</b>	FLEET - Commodities Fleet	<b>Type Code:</b>	RFP
<b>Department:</b>	DPP - Division of Purchase and Property	<b>Entered Date:</b>	08/17/2017 11:23:00 AM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Print Dest Detail:</b>	If Different	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Catalog ID:</b>		<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$147,236.00
<b>Contact Instructions:</b>		<b>T Number:</b>	T-3063		
<b>NJ Cooperative Purchasing:</b>	Yes				
<b>Green Blanket PO:</b>	No				
<b>Emergency Blanket PO:</b>	No				
<b>Small Business Category:</b>	None				



## Active Contracts

Show Contracts for Category

Automotive Products, Vehicles, and Services

Go

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1 2 3 4

Contract/Blanket #	Bid #	Description	Vendor Name	Type Code	Begin Date	End Date
82766		T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL	Major Petroleum Industries	04	11/01/2012	05/31/2019
80911		T0083 - GASOLINE, AUTOMOTIVE	Major Petroleum Industries	04	02/29/2012	03/31/2019
17-FOOD-00397	17DPP00140	T0077 Number 2 Heating Fuel Oil	Major Petroleum Industries	04	07/01/2018	06/30/2023
80916		T0083 - GASOLINE, AUTOMOTIVE	Mansfield Oil Co	04	02/29/2012	03/31/2019
41778		G2027 - MOBILE AGENCY UNIT (VEHICLE)	MBF Industries Inc	26	06/28/2016	06/27/2019
18-FLEET-00198		G4005 Truck, 35,000 lb. GVWR Cab & Chasis With Customized Aluminum Body and Emergency Lighting	MBF Industries Inc	11	07/12/2017	07/11/2022
82768		T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL	National Fuel Oil Inc.	04	11/01/2012	05/31/2019
17-FOOD-00400		T0077 Number 2 Heating Fuel Oil	National Fuel Oil Inc.	04	07/01/2018	06/30/2023
40174		T0084 - AUTOMOTIVE GLASS AND WINDSHIELD REPAIR	NORMANS AUTO SERVICES	06	11/01/2015	10/31/2019
40817		T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	on-site fleet service inc	04	03/18/2016	03/17/2019
82764		T1845 - ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL	PEDRONI FUEL COMPANY	04	11/01/2012	05/31/2019
80910		T0083 - GASOLINE, AUTOMOTIVE	PEDRONI FUEL COMPANY	04	02/29/2012	03/31/2019
80915		T0083 - GASOLINE, AUTOMOTIVE	Petroleum Traders Corp	04	02/29/2012	03/31/2019
17-FOOD-00403	17DPP00140	T0077 Number 2 Heating Fuel Oil	Petroleum Traders Corp	04	07/01/2018	06/30/2023





# OFFER AND ACCEPTANCE

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
33 West State Street, P.O. Box 230  
Trenton, New Jersey 08625-0230

Bid Solicitation (RFP) #: 17DPP00105 T3063

Bid Solicitation (RFP) Title: 17DPP00105 T3063 - Universal Truck

Blanket P.O. (Contract) Term: See Section 5.2 of the Bid Solicitation (RFP)

Open to Cooperative Purchasing

### OFFER (To be completed by the Vendor (Bidder))

#### TO THE STATE OF NEW JERSEY:

The Undersigned hereby offers and agrees to furnish the goods, products, or services in compliance with all terms of this Master Blanket Purchase Order (Blanket P.O.) (Contract) as defined in Section 2.0 of the Bid Solicitation (Request for Proposal (RFP)).

Vendor (Bidder):	ROUTE 23 AUTOMALL LLC	Title:	PARTNER
Address:	1301 ROUTE 23	E-Mail Address:	darmiger@23automall.com
City, State, ZIP:	BUTLER, NJ 07405	Phone Number:	973-838-0800
Authorized Signature:		Fax Number:	973-838-5572
Printed Name:	SCOTT BARNA	FEIN:	

By signing and submitting this Offer, the Vendor (Bidder) certifies and confirms that:

- Neither the Vendor (Bidder), nor its representatives, agents or lobbyists have initiated any inappropriate contact with any Executive Branch employee during the procurement to attempt to affect the bidding process and shall not do so after submission of its Quote (Proposal);
- The Vendor (Bidder) has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation (RFP), including but not limited to the acceptance of the State of New Jersey Standard Terms and Conditions, the provisions set forth in Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (No Subcontractor Certification), Section 4.4.1.1.3 (Non-Collusion), and Section 4.4.1.1.4 (New Jersey Business Ethics Guide Certification);
- The Vendor's (Bidder's) failure to meet any terms and conditions of the Blanket P.O. (Contract) as defined in the Bid Solicitation (RFP) shall constitute a breach and may result in suspension or debarment from further State bidding;
- A defaulting Vendor (Contractor) may also be liable, at the option of the State, for the difference between the Blanket P.O. (Contract) price and the price bid by an alternate vendor of the goods or services in addition to other remedies available; and
- By signing and submitting this Offer, the Vendor (Bidder) consents to receipt of any and all documents related to this Bid Solicitation (RFP) and the resulting Blanket P.O. (Contract) by electronic medium or facsimile.

**THIS FORM MUST BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S (BIDDER'S) QUOTE (PROPOSAL).**

#### ADDITIONAL VENDOR (BIDDER) REQUIREMENTS (For State Use Only)

<input type="checkbox"/> Bid Security	Amount:	<input type="text"/>	<input type="checkbox"/> Payment Security	Amount:	<input type="text"/>
<input type="checkbox"/> Performance Security	Amount:	<input type="text"/>	<input type="checkbox"/> Retainage	Percentage:	<input type="text"/>

For set-aside contracts only, a Vendor (Bidder) must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Please refer to N.J.A.C. 17:13-3.1 & 17:13-3.2 for additional information.

#### ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Blanket P.O. (Contract) with the State of New Jersey. The Vendor (Contractor) is now bound to sell the goods, products, or services listed by the attached Blanket P.O. (Contract) as defined by Section 2.0 of the Bid Solicitation (RFP). The Vendor (Contractor) shall not commence any work or provide any good, product, or service under this Blanket P.O. (Contract) until the Vendor (Contractor) complies with all requirements set forth in the Bid Solicitation (RFP) and receives written notice to proceed.

Blanket P.O. (Contract) Number: 17-Fleet-00241

Blanket P.O. (Contract) Award Date: 08/17/17

Blanket P.O. (Contract) Effective Date: 08/17/17

State of New Jersey Authorized Signature:

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 08/17/2017 **Master Blanket/Contract End Date:** 08/16/2020  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$78,474.00	\$0.00

**Item Information**

1-5 of 16  
 1 2 3 4

**Print Sequence # 1.0, Item # 1:** 19,500 LB. GVWR Crew Cab & Chassis, DRW, 4WD, As Specified in Section 3.4.1 of the Bid Solicitation {RFP} Make: Ford , Model: F550 Model Year: 17 Manufacturer's Body Code/Trim Level/Trim Line/Series/Equipment: XL FORD F550 W5H Optional Package/Option Bid: 660A, 99T, X8L, 90L, 18B, 41H, 473, 512, 62R, 67P, 68M Delivery Days ARO: 180 3PS -- Sent

NIGP Code: 072-05  
 Class 5 Trucks (16,001 - 19,500 lb. GVWR)

Bid # / Bid Item #: **17DPP00105 / 1** Quote # / Quote Item #: **00000559-R1 / 1**

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$59,627.00	EA - Each	0.00	\$0.00		\$0.00	\$59,627.00

Manufacturer: Brand: Model:  
 Make: Packaging:

**Print Sequence # 2.0, Item # 2:** Hook Lift System, As Specified in Section 3.4.2 of the Bid Solicitation {RFP} Make: Palfinger Model: T125 Installer: Cliffside Body Corporation Delivery Days ARO: 180 3PS - Sent

NIGP Code: 072-05  
 Class 5 Trucks (16,001 - 19,500 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
----------------	-----	-----------	-----	------------	---------------------	----------	------------	------------

**Performance Bond Required:** No

- Agency Attachments:**
- T3063 17DPP00105 Bidder Data Sheet
  - T3063 17DPP00105 Cooperative Purchasing Form
  - T3063 17DPP00105 Offer and Acceptance Page
  - T3063 17DPP00105 Procurement Checklist
  - T3063 17DPP00105 Universal Truck Price Sheet
  - T-3063 Attachment 1 - Additional RFP Information.pdf
  - T3063 17DPP00105 Universal Truck RFP 2.27.17.docx
  - T3063 17DPP00105 Bid Amendment 1
  - Revised 17DPP00105 Universal Truck RFP 3.7.17
  - T3063 17DPP00105 QA Bid Amendment 2
  - Revised 17DPP00105 Universal Truck RFP 3.22.17
  - T3063 17DPP00105 RFP Final Draft
  - T3063 17DPP00105 Countersigned Offer and Acceptance Page

**Vendor Attachments:**

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	V00000017 - Route 23 Automall LLC David Armiger 1301 Route 23 Butler, NJ 07405 US Email: darmiger@23automall.com Phone: (973)838-0800 FAX: (973)838-5572	<b>Payment Terms:</b> Net 60	<b>Shipping Method:</b> F.O.B., Destination	<b>Freight Terms:</b>
<b>PO Acknowledgements:</b>	Document	Notifications	Acknowledged Date/Time	
	Purchase Order	Emailed to darmiger@23automall.com at 08/17/2017 03:30:39 PM	08/17/2017 03:53:38 PM	

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00000017	Route 23 Automall LLC	Email	Active

04-215-55-170-990

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**JERSEY CITY 2019 NJ STATE CONTRACT 17-FLEET-00241 12/17/2018**

2019 NJ STATE CONTRACT 17-FLEET-00241 SUPER DUTY 4X4 VALID 08/17/2017 TO 01/07/2020

PLEASE ADD OPTIONS TO THE RIGHT AFTER SELECTING OPTION VIA DROP DOWN MENU

ROUTE 23 AUTOMALL LLC  
1301 ROUTE 23  
BUTLER NJ 07405  
Base bid price

DEALER PRICE	YOUR PRICE
57,575	51,475.00

USE DROP DOWN MENU BY CLICKING ON ROW TO RIGHT OF COLUMN. PLEASE SELECT EACH OPTION NEEDED. TOTAL WILL BE TALLIED ON BOTTOM OF PAGE

**CHASSIS OPTIONS**

PLEASE USE DROP DOWN MENU ON RIGHT OF LAST COLUMN TO SELECT

DESCRIPTION	DEALER PRICE	YOUR PRICE	STATUS
99Y 15.5 liter gas engine	6382	6382	
63R Pto Provision	320	280	280.00
X4N 4.10 limited slip axle (REQUIRES DIESEL 99T)	420	360	
X3L 4.50 limited slip axle (REQUIRES 98FA)	420	360	INCLUDED
X6L 4.30 limited slip axle	420	360	
475 GVWR 15,000 pounds	422	422	
68M GVWR 19,500 (gas engine) double frame 19,000 GVWR 60"CA	1425	1155	
THB Tires 4 traction rear and 2 all season front tires	280	280	
TGB Tires 4 traction rear and 2 traction front tires	385	215	
512 Spare tire and wheel mounted same as on chassis	675	473	473.00
946 Stainless steel wheel covers set of four mounted on wheels Ford direct	595	480	
15 Cloth seat 40/20/40 split bench seat	140	100	
1S Vinyl 40" mini console/40 front seat	485	365	
2S Cloth 40" mini console /40 front seat	685	515	
99V XL value cd player, mp3, 4 speakers, cruise control, chrome bumper	775	595	
67H Power Group (Windows, Door locks, Heated Mirrors, Keyless Entry)	720	650	INCLUDED
535 High capacity water tow package (68M required as well) Chassis Only	635	665	
99C Back up camera	480	420	
63T Engine idle shutdown (optional, not mandatory in New Jersey)	365	290	
99R Operator commanded regeneration (diesel only)	345	350	
67A Dual alternators Diesel only	455	380	
213 4x4 shift on the fly	320	325	
63M 28 gallon mid ship fuel tank	245	125	
63C Dual diesel fuel tanks 66 gallon capacity 40 gallon 26 gallon mid ship	640	360	
531 Trailer Tow Package (Package must be selected with Tow Command)	330	270	INCLUDED
18B 6" angular cab steps molded-in-color running boards	690	308	INCLUDED
41A Rapid heat supplemental cab heater	325	250	
75S Remote Start (requires 90L)	340	165	
91M SYNC hands free cell phone system hardware (requires 62D)	495	385	
62D Steering wheel audio controls (required with SYNC)	85	70	
17F Chrome front bumper with aerodynamic headlights	160	125	
47A Spectra Green Paint factory sprayed	695	620	
67H 7500 lb front axle	450	410	
99R Diesel manual regeneration	85	45	
V52 Regular Cab	-3622	-3022	-3,622.00
V50 Delete all additional equipment from NJ State	-6200	-6200	-5,250.00
F4H 30,000 lb. 4x4 GVW Chassis deduct from base GVWR F4H		559	
F3H 14,000 lb. 4x4 GVW Chassis deduct from base GVWR F3H		3364	
F3B 11,000 LB 4X4 GVW Pick-Up deduct from base GVWR F3B		4804	
2WD 2 WHEEL DRIVE IN LIEU OF 4X4 CHASSIS ONLY		2739	
WB 156 Wheelbase 64" CA	508	409	

**EQUIPMENT OPTIONS**

ROUTE 23 AUTOMALL IS A NJ STATE PARTS AND SERVICE CONTRACT VENDOR  
PURCHASE ORDERS TO damiger@23automall.com OR FAX TO 973-638-6572  
CELL 908-673-0867 OFFICE 973-638-8500 x122

**NJ STATE CONTRACT 17-FLEET-00241 SUPER DUTY UNIVERSAL TRUCK 4X4**



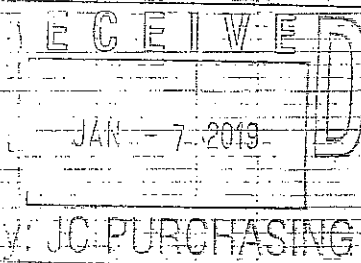
SALES: 973-638-0068  
PARTS & SERVICE: 973-638-6529



David Armiger  
Commercial/Industrial Sales Manager  
darmiger@23automall.com  
http://www.23automall.com

Route 23 Automall  
1301 Rt. 23  
Butler, NJ 07405

973-638-0068 ext. 100  
973-638-0867  
973-638-8500 x122



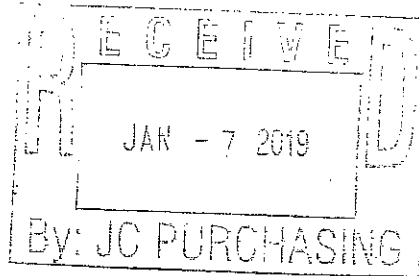


NJ STATE CONTRACT  
CONTRACT 17-FLEET-00241, Butler, New Jersey,  
07405  
Office: 973-838-0800

MI  
2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 145" WB DRW XL(F5H)  
Price Level: 930 Quote ID: JCPWF5H19M

## Table of Contents

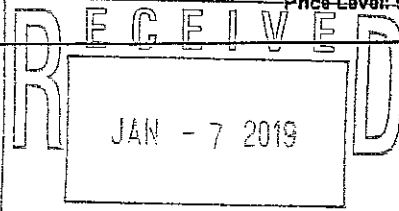
Description	Page
Cover Page	1
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Selected Equip & Specs	3
Warranty - Selected	10
Selected Options	11





**NJ STATE CONTRACT**  
 CONTRACT 17-FLEET-00241, Butler, New Jersey,  
 07405  
 Office: 973-838-0800

2019 F-550 Chassis, SD Regular Cab  
 4x4 SD Regular Cab 145" WB DRW XL(F5H)  
 Price Level: 930 Quote ID: JCPWF5H19M



## Selected Equipment & Specs

### Dimensions

Exterior length: 230.7" \* Cab to axle: 60.0" \* Exterior width: 80.0" \* Exterior height: 81.5" \* Wheelbase: 145.0" \* Front track: 74.8" \* Rear track: 74.0" \* Turning radius: 21.2' \* Rear tire outside width: 93.9" \* Min ground clearance: 8.2" \* Front legroom: 43.9" \* Front headroom: 40.8" \* Front hiproom: 62.5" \* Front shoulder room: 66.7" \* Passenger volume: 64.6cu.ft. \* Cargo volume: 11.6cu.ft. \* Maximum cargo volume: 11.6cu.ft.

### Powertrain

Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection \* Recommended fuel : diesel \* federal \* TorqShift 6 speed automatic transmission with overdrive \* Part-time \* Limited slip differential \* Fuel Economy Cty: N/A \* Fuel Economy Highway: N/A \* Transmission PTO provision

### Suspension/Handling

Front Mono-beam non-independent suspension with anti-roll bar, HD shocks \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks \* Firm ride Suspension \* Hydraulic power-assist re-circulating ball Steering \* Front and rear 19.5 x 6 argent steel wheels \* LT225/70SR19.5 GBSW M+S front and rear tires \* Dual rear wheels

### Body Exterior

2 doors \* Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator \* Turn signal indicator in mirrors \* Black door mirrors \* Black bumpers \* Side steps \* Trailer harness \* Clearcoat paint \* Front and rear 19.5 x 6 wheels \* 2 front tow hook(s)

### Convenience

Manual air conditioning with air filter \* Power front windows \* Driver and passenger 1-touch up \* Driver and passenger 1-touch down \* Remote power door locks with 2 stage unlock and illuminated entry \* Manual tilt steering wheel \* Manual telescopic steering wheel \* Day-night rearview mirror \* 1 1st row LCD monitor \* Front cupholders \* Passenger visor mirror \* Driver and passenger door bins \* Upfitter switches

### Seats and Trim

Seating capacity of 3 \* Front 40-20-40 split-bench seat \* 4-way driver seat adjustment \* Manual driver lumbar support \* 4-way passenger seat adjustment \* Centre front armrest with storage

### Entertainment Features

AM/FM stereo radio \* 4 speakers \* Fixed antenna

### Lighting, Visibility and Instrumentation

Halogen aero-composite headlights \* Delay-off headlights \* Fully automatic headlights \* Variable intermittent front windshield wipers \* Light tinted windows \* Front reading lights \* Tachometer \* Outside temperature display \* Trip computer \* Trip odometer

### Safety and Security

4-wheel ABS brakes \* Brake assist \* 4-wheel disc brakes \* Driveline traction control \* Dual front impact airbag supplemental restraint system with passenger cancel \* Dual seat mounted side impact airbag supplemental restraint system \* Safety Canopy System curtain 1st row overhead airbag supplemental restraint system \* Remote activated perimeter/approach lighting \* Power remote door locks with 2 stage unlock and panic alarm \* Security system with SecurLock immobilizer \* MyKey restricted driving mode \* Manually adjustable front head restraints

### Dimensions

#### General Weights

Curb	8048 lbs.	GVWR	19500 lbs.
Payload	11750 lbs.		

#### Front Weights

Front GAWR	7000 lbs.	Front curb weight	4601 lbs.
Front axle capacity	7000 lbs.	Front spring rating	7000 lbs.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Martin Valente, Supervisor, Jersey City DPW  
 By: Dave Armiger Date: 12/18/2018



### Selected Equipment & Specs (cont'd)

Front tire/wheel capacity	7500 lbs.		
<b>Rear Weights</b>			
Rear GAWR	14706 lbs.	Rear curb weight	3447 lbs.
Rear axle capacity	14706 lbs.	Rear spring rating	15000 lbs.
Rear tire/wheel capacity	15000 lbs.		
<b>Trailer Type</b>			
Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		
<b>General Trailering</b>			
5th-wheel towing capacity	23500 lbs.	Gooseneck towing capacity	23500 lbs.
Towing capacity	18500 lbs.	GCWR	32000 lbs.
<b>Fuel Tank type</b>			
Capacity	40 gal.		
<b>Off Road</b>			
Min ground clearance	8"		
<b>Interior cargo</b>			
Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
<b>Rear Frame</b>			
Height loaded	29"	Height unloaded	35"
<b>Powertrain</b>			
<i>RECEIVED</i> JAN - 7 2019 BY: JC PURCHASING			
<b>Engine Type</b>			
Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo
<b>Engine Spec</b>			
Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"
<b>Engine Power</b>			
Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM
<b>Alternator</b>			
Type	Dual	Amps	332
<b>Battery</b>			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual
<b>Transmission</b>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<b>Transmission Gear Ratios</b>			
1st	3.974	2nd	2.318

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Martin Valente, Supervisor, Jersey City DPW  
 By: Dave Anniger Date: 12/18/2018



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ROUTE 23 AUTO MALL, LLC

**Trade Name:**

**Address:** 1301 ROUTE 23 SOUTH  
BUTLER, NJ 07405-1727

**Certificate Number:** 0765937

**Effective Date:** September 21, 2000

**Date of Issuance:** January 09, 2019

**For Office Use Only:**

20190109103528493



**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 ROUTE 23 AUTOMALL LLC (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 ROUTE 23 AUTOMALL LLC (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: ROUTE 23 AUTOMALL LLC

Signed \_\_\_\_\_

Title: PARTNER

Print Name: SCOTT BARNA

Date: 01/07/2019

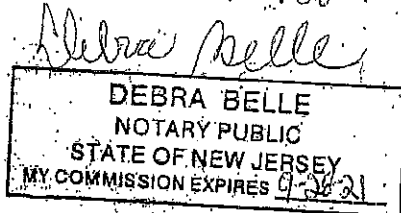
Subscribed and sworn before me  
this 7th day of January, 2019.

My Commission expires: 9-28-21

\_\_\_\_\_  
(Affiant)

SCOTT BARNA PARTNER

(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**

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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
SCOTT BARNA	10 COVENTRY WAY RINGWOOD, NJ
DONNA CHRISTMAN	709 EAST SHORE RD HEWITT, NJ
MARK MICKENS	14 WINDING WAY WEST MILFORD, NJ 07405

**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.

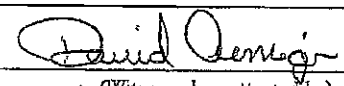
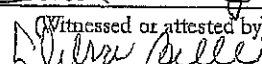
Name of Business Entity: ROUTE 23 AUTOMALL LLC

Signature of Affiant:  Title: PARTNER

Printed Name of Affiant: SCOTT BARNA Date: 01/07/2019

Subscribed and sworn before me this 7th day of January, 2019.

My Commission expires: 9-28-21

  
 \_\_\_\_\_  
 (Witnessed or attested by)  
  
 \_\_\_\_\_  
 (Seal)

**DEBRA BELLE**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES 9-28-21

# 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:	ROUTE 23 AUTOMALL LLC				
Address:	1301 ROUTE 23				
City:	BUTLER	State:	NEW JERSEY	Zip:	07405

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 \_\_\_\_\_ Printed Name SCOTT BARNA Title PARTNER

## 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)

**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](http://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): SCOTT BARNA PARTNER

Representative's Signature: 

Name of Company: ROUTE 23 AUTOMALL LLC

Tel. No.: 973-838-0800

Date: 01/07/2018

**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 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): SCOTT BARNA PARTNER \_\_\_\_\_

Representative's Signature:  \_\_\_\_\_

Name of Company: ROUTE 23 AUTOMALL LLC \_\_\_\_\_

Tel. No.: 973-838-0800 \_\_\_\_\_ Date: 01/07/2019 \_\_\_\_\_

**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 : ROUTE 23 AUTOMALL LLC  
Address : 1301 ROUTE 23 BUTLER, NJ 07405  
Telephone No. : 973-838-0800  
Contact Name : DAVID ARMIGER

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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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Business Name: ROUTE 23 AUTOMALL LLC

Address: 1301 ROUTE 23 BUTLER, NJ 07405

Telephone No. : 973-838-0800

Contact Name: DAVID ARMIGER

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

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**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.

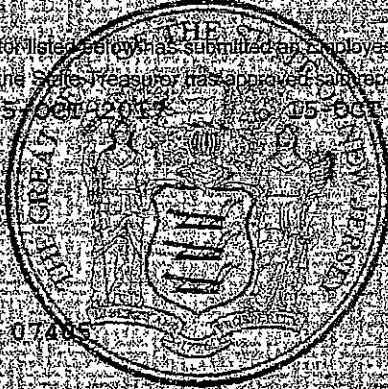
**DIVISION OF PURCHASING COPY**

Certificate # 32019

# 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 2019 to 05 Oct 2020



ROUTE 23 AUTOMAIL LLC  
1301 ROUTE 23 SOUTH  
BUTLER NJ 07424

*Ford M. Scudder*  
FORD M. SCUDDER  
State Treasurer



STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect  
**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

**ROUTE 23 AUTO MALL, LLC  
1301 ROUTE 23 SOUTH  
BUTLER NJ 07405**

Tax Registration No.:

Tax Effective Date: 10-01-00

Document Locator No. 80000887308

Date Issued: 09-22-00

*Robert K. Thompson*

Acting Director, Division of Taxation

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. 19-049

Agenda No. 10.X

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MID-ATLANTIC TRUCK CENTRE, INC. FOR THE PURCHASE AND DELIVERY OF FOUR INTERNATIONAL DUMP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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 Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; 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 Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

**WHEREAS,** the Department of Public Works, Division of Automotive Maintenance wishes to purchase four International dump trucks from Mid-Atlantic Truck Centre Inc., 525 Linden Avenue East, New Jersey 07036 who is in possession of contract #65MCESCCPS, Bid ESCNJ 17/18-30; and

**WHEREAS,** funds are available for this contract in the Capital Accounts;

Acct #	P.O. #	Amount
04-215-55-167-990	132092	\$215,565.70
04-215-55-170-990	132093	\$170,246.30

**WHEREAS,** the total amount of the contract is \$385,812.00; 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. A contract award to Mid-Atlantic Truck Centre Inc. in the amount of \$385,812.00 for the purchase of four International dump trucks is authorized.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be completed upon the delivery of the goods or services.
4. 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.

(Continued on page 2)

City Clerk File No. Res. 19-049

Agenda No. 10.X

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MID-ATLANTIC TRUCK CENTRE, INC. FOR THE PURCHASE AND DELIVERY OF FOUR INTERNATIONAL DUMP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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.

Acct #	P.O. #	Amount
04-215-55-167-990	132092	\$215,565.70
04-215-55-170-990	132093	\$170,246.30

Approved by: Peter Folgado Peter Folgado, Director of Purchasing, QPA, RPPO  
Date: January 9, 2019

PF/pv  
1/9/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

*R.R.*  
1-10-19

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 90

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A CONTRACT TO MID-ATLANTIC TRUCK CENTRE, INC. FOR THE PURCHASE AND DELIVERY OF FOUR INTERNATIONAL DUMP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valent	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jenj.org mvalenti@jenj.org

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

**Contract Purpose**

- ↓ To purchase four (4) International Trucks
- ↓ For snow plowing operations
- ↓ Each costs \$96,453.00

**Cost (Identify all sources and amounts)**

(DPW Capital Accounts)  
 04-215-55-167-990 for \$215,565.70  
 04-215-55-170-990 for \$170,246.30  
 Total Contract amount=\$385,812.00

**Contract term (include all proposed renewals)**

One time purchase.

**Type of award**

EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

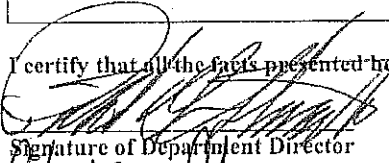
If "Other Exception", enter type

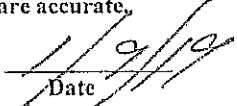
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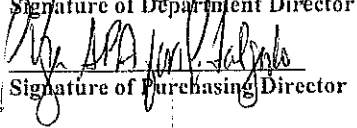
**Additional Information**

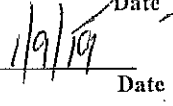
[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

  
Signature of Purchasing Director

  
Date

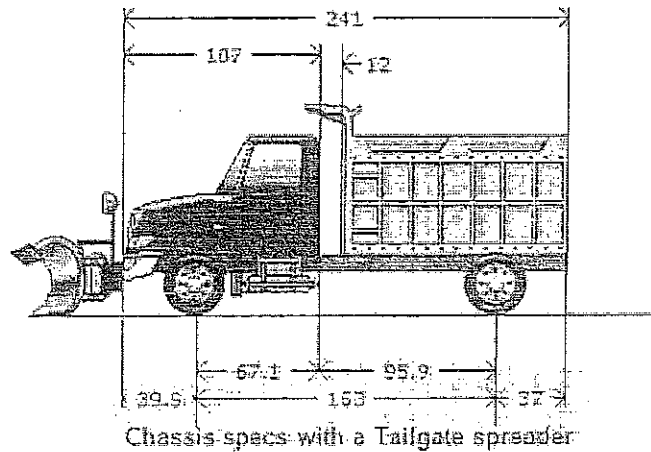
Prepared For:  
Jersey City Department O  
Martin Valenti  
575 RT#440  
Jersey City, NJ 07305-  
(201)547 - 4420  
Reference ID: ESCNJ Tailgate



Presented By:  
MID-ATLANTIC-TRK CENTRE  
Frank J Dela Fuente  
525 LINDEN AVE. WEST  
LINDEN NJ 07036 -  
(908)862-8181

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

ESCJ# 17118-30 Approval # CH-97  
NJ CO-OP # 65MCESCCPS



\$96,453.-

Chassis specs with a Tailgate spreader

Model Profile  
2020 MV607 SBA (MV607)

- AXLE CONFIG: 4X2
- APPLICATION: Construction Dump
- MISSION: Requested GVWR: 35000. Calc: GVWR: 40000  
Calc. Start / Grade Ability: 34.65% / 2.84% @ 55 MPH  
Calc. Geared Speed: 69.0 MPH
- DIMENSION: Wheelbase: 163.00, CA: 95.90, Axle to Frame: 37.00
- ENGINE, DIESEL: {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM  
Governed Speed, 300 Peak HP (Max)
- TRANSMISSION, AUTOMATIC: {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
- CLUTCH: Omit Item (Clutch & Control)
- AXLE, FRONT NON-DRIVING: {Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity
- AXLE, REAR, SINGLE: {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 6.14
- CAB: Conventional
- TIRE, FRONT: (2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
- TIRE, REAR: (4) 12R22.5 Load Range H-HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive
- SUSPENSION, REAR, SINGLE: 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
- PAINT: Cab schematic 100VP  
Location 1: 0677, Cool Gray Medium (Custom)  
Chassis schematic N/A

(0012EHU)

ATTACHMENTS: 0060ABE 0012THT 0007SCP

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	65	MPH
Road Speed Governor Upper Droop	0	MPH
Road Speed Governor Lower Droop	0	MPH
Max Engine Speed No Veh Speed Sensr	2135	RPM
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD With PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	30	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	68	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	0.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Ovrspd Retard Activation Enable	N, DISABLE FEATURE OR FUNCTION	N/A
CC Overspeed for Max Retarder	0.0	MPH
CC Overspeed for Min Retarder	0.0	MPH
Retarder - Min Vehicle Speed	10	MPH
Retarder - Delay Time	0.5	SEC
Retarder - Service Brake Activation	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	1500	RPM
PTO Min Engine Speed	500	RPM
PTO Maximum Engine Load	1199	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	1500	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	700	RPM
PTO Set Switch Speed	1500	RPM
PTO Additional Switch Speed	700	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A

9702-01

**INTERNATIONAL®**

**Electronic Parameters Summary  
2020 MV607 SBA (MV607)**

December 13, 2018

Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrsped1	0	MPH
Trip Information Vehicle Ovrsped2	0	MPH
Maintenance Monitor Enable	N	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

9702-01

<u>Code</u>	<u>Description</u>
MV60700	Base Chassis, Model MV607 SBA with 163.00 Wheelbase, 95.90 CA, and 37.00 Axle to Frame.
1570	TOWHOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION (Navistar) 4x2
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2AGC	AXLE, FRONT NON-DRIVING (Dana Spicer E-1462W) Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackles Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank
4773	BRAKE SHOES, REAR Cast
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)
4EBD	AIR DRYER (Wabco System Saver 1200) with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE (MGM TR3030LP3TSHD) 30/30 Spring Brake
4EXP	BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 SqIn
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM Capacity
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSM	STEERING GEAR (Sheppard HD94) Power
7BEU	AFTERTREATMENT COVER Aluminum
7BKP	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8518	CIGAR LIGHTER Includes Ash Cup



<u>Code</u>	<u>Description</u>
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR (Leece-Neville AV1160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit; Less Trailer Socket
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VTV	STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated
8VUL	BATTERY BOX Steel with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Output (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

9702-01

**INTERNATIONAL®**

Vehicle Specifications  
**2020 MV607 SBA (MV607)**

December 13, 2018

<u>Code</u>	<u>Description</u>
9HAD	GRILLÉ Chrome
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10771	PAINT CLASS Single Custom Color
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UAW	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn CAC, with In Tank Oil Cooler
12VBR	AIR CLEANER with Service Protection Element
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for, Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAL	PTO LOCATION Left Side of Transmission
14AHL	AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 6.14

9702-01

<u>Code</u>	<u>Description</u>
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16BAM	AIR CONDITIONER with Integral Heater & Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNM	MIRRORS (2) Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10 1/4"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, Includes Integral Clearance/Marker Lights
16XWJ	WINDSHIELD WIPER BLADES Snow Type
16ZBB	ACCESS, CAB {Bustin} Driver & Passenger Sides, Two Aluminum, Self-Cleaning Steps {Bustin} Per Door, For Use with Regular & Extended Cabs
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc

9702-01

**INTERNATIONAL®**

**Vehicle Specifications  
2020 MV607 SBA (MV607)**

December 13, 2018

<u>Code</u>	<u>Description</u>
28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29580	WHEEL SEALS, FRONT (International) Oil-Lubricated Wheel Bearings
29WLK	WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-90) Synthetic Oil
60AAG	BDY INTG, REMOTE POWER MODULE Mounted inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack with Latched Switches)
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)
60ABM	BDY INTG, RPM I/O HARNESS Includes a Harness with Six Input Blunt Cut Wires and Six Output Blunt Cut Wires, for use with one RPM
7392155420	(4) TIRE, REAR 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

**Services Section:**

40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A Delivery
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INTERNATIONAL®

Financial Summary  
2020 MV607 SBA (MV607)

December 13, 2018

9702-01

(US DOLLAR)

Description

Price

Net Sales Price:

\$96,453.00

Mid-Atlantic ESCNJ approval & confirmation # CH-97

Chassis portion payment terms: 30 days after it arrives at Body co.

Chassis: \$96,453.00

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating  
and reporting/paying appropriate FET to the IRS.

INTERNATIONAL®

December 13, 2018

Prepared For:  
Jersey City Department O  
Martin Valenti  
575 RT#440  
Jersey City, NJ 07305-  
(201)547 - 4420  
Reference ID: ESCNJ Quote

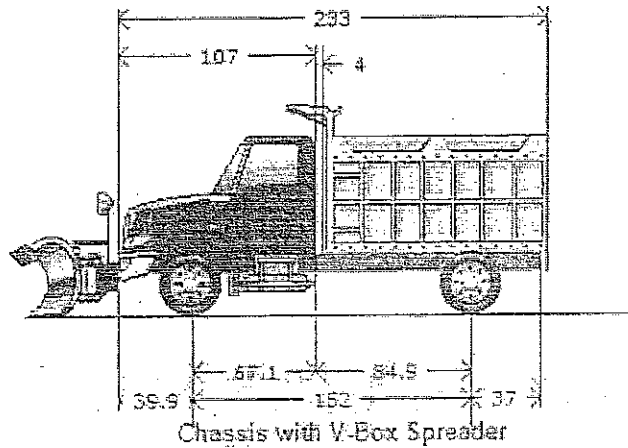


Presented By:  
MID-ATLANTIC TRK CENTRE  
Frank J Dela Fuente  
525 LINDEN AVE. WEST  
LINDEN NJ 07036  
(908)862-8181

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

ESCNJ# 17718-30 Approval # CH-97

NJ CO-OP # 65MCECCP'S



Model Profile

2020 MV607 SBA (MV607)

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Construction Dump
<b>MISSION:</b>	Requested GVWR: 35000. Calc. GVWR: 40000 Calc. Start / Grade Ability: 34.65% / 2.84% @ 55 MPH Calc. Geared Speed: 69.0 MPH
<b>DIMENSION:</b>	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 37.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max).
<b>TRANSMISSION; AUTOMATIC:</b>	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 6.14
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
<b>PAINT:</b>	Cab schematic 100WP Location 1: 0877, Cool Gray Medium (Custom) Chassis schematic N/A

(0012EHU)

ATTACHMENTS: 0060ABE 0012THT 0007SCP

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	65	MPH
Road Speed Governor Upper Droop	0	MPH
Road Speed Governor Lower Droop	0	MPH
Max Engine Speed No Veh Speed Sensr	2135	RPM
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD With PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	30	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	68	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	0.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Ovrspd Retard Activation Enable	N, DISABLE FEATURE OR FUNCTION	N/A
CC Overspeed for Max Retarder	0.0	MPH
CC Overspeed for Min Retarder	0.0	MPH
Retarder - Min Vehicle Speed	10	MPH
Retarder - Delay Time	0.5	SEC
Retarder - Service Brake Activation	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	1500	RPM
PTO Min Engine Speed	500	RPM
PTO Maximum Engine Load	1199	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	1500	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	700	RPM
PTO Set Switch Speed	1500	RPM
PTO Additional Switch Speed	700	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A

9701-01

**INTERNATIONAL®**

**Electronic Parameters Summary  
2020 MV607 SBA (MV607)**

December 13, 2018

Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrsped1	0	MPH
Trip Information Vehicle Ovrsped2	0	MPH
Maintenance Monitor Enable	N	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized



9701-01

<u>Code</u>	<u>Description</u>
MV60700	Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 37.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION (Navistar) 4x2
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including, 197" (500cm)
2AGC	AXLE, FRONT NON-DRIVING (Dana Spicer E-1462W) Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank
4773	BRAKE SHOES, REAR Cast
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)
4EBD	AIR DRYER (Wabco System Saver 1200) with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE (MGM TR3030LP3TSHD) 30/30 Spring Brake
4EXP	BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 Sqin
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM Capacity
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSM	STEERING GEAR (Sheppard HD94) Power
7BEU	AFTERTREATMENT COVER Aluminum
7BKP	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8518	CIGAR LIGHTER Includes Ash Cup

<u>Code</u>	<u>Description</u>
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR (Leece-Neville AV1160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VTV	STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated
8VUL	BATTERY BOX Steel with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Output (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

2701-01

<u>Code</u>	<u>Description</u>
9HAD	GRILLE Chrome
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10771	PAINT CLASS Single Custom Color
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UAW	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn CAC, with In Tank Oil Cooler
12VBR	AIR CLEANER with Service Protection Element
12VGZ	FEDERAL EMISSIONS (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2019
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAL	PTO LOCATION Left Side of Transmission
14AHL	AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 6.14

a701-01

<u>Code</u>	<u>Description</u>
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WVG	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LMN	FUEL/WATER SEPARATOR (Racor 400 Series,) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16BAM	AIR CONDITIONER with Integral Heater & Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) with Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNM	MIRRORS (2) Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10 1/4"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, Includes Integral Clearance/Marker Lights
16XWJ	WINDSHIELD WIPER BLADES Snow Type
16ZBB	ACCESS, CAB (Bustin) Driver & Passenger Sides, Two Aluminum, Self-Cleaning Steps (Bustin) Per Door, For Use with Regular & Extended Cabs
27DPN	WHEELS, FRONT (Accuride 29039) DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc

9701-01

<u>Code</u>	<u>Description</u>
28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29580	WHEEL SEALS, FRONT (International) Oil-Lubricated Wheel Bearings
29WLK	WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-90) Synthetic Oil
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack with Latched Switches)
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)
60ABM	BDY INTG, RPM I/O HARNESS Includes a Harness with Six Input Blunt Cut Wires and Six Output Blunt Cut Wires, for use with one RPM
7392155420	(4) TIRE, REAR 12R22.5 Load Range H HDC1 (CONTINENTAL), 479 rev/mile, 68 MPH, Drive
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

**Services Section:**

40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A delivery
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9701-01

INTERNATIONAL®

Financial Summary  
2020 MV607 SBA (MV607)

December 13, 2018

(US DOLLAR)

Description

Price

Net Sales Price:

\$96,453.00.

Mid-Atlantic ESCNJ approval & confirmation # CH-97

Chassis portion payment terms: 30 days after it arrives at Body co.

Chassis: \$96,453.00

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

## Silendra Baijnauth

---

From: Martin Valenti  
Sent: Wednesday, December 19, 2018 9:10 AM  
To: Allison Solowsky; Brian Platt; John Minella  
Cc: Patrick Stamato; Silendra Baijnauth; Jeffrey Dublin; Hector Ortiz  
Subject: RE: Chassis and Cliffsides body quotes and proposals

Thank You

---

From: Allison Solowsky  
Sent: Wednesday, December 19, 2018 8:33 AM  
To: Brian Platt <BPlatt@jcnj.org>; Martin Valenti <MValenti@jcnj.org>; John Minella <JMinella@jcnj.org>  
Cc: Patrick Stamato <PStamato@jcnj.org>; Silendra Baijnauth <BaijnauthS@jcnj.org>; Jeffrey Dublin <JDublin@jcnj.org>; Hector Ortiz <OrtizH@jcnj.org>  
Subject: RE: Chassis and Cliffsides body quotes and proposals

You are good to go here Marti.

Thank you,

*Allison Solowsky*  
*Deputy Chief of Staff*  
Office of the Mayor  
City of Jersey City  
P: (201) 547-4306  
E: [asolowsky@jcnj.org](mailto:asolowsky@jcnj.org)

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From: Brian Platt  
Sent: Tuesday, December 18, 2018 4:15 PM  
To: Martin Valenti <MValenti@jcnj.org>; John Minella <JMinella@jcnj.org>; Allison Solowsky <ASolowsky@jcnj.org>  
Cc: Patrick Stamato <PStamato@jcnj.org>; Silendra Baijnauth <BaijnauthS@jcnj.org>; Jeffrey Dublin <JDublin@jcnj.org>; Hector Ortiz <OrtizH@jcnj.org>  
Subject: RE: Chassis and Cliffsides body quotes and proposals

Great- approved on my end.

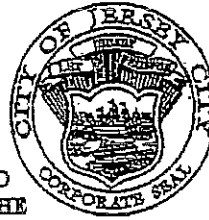
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From: Martin Valenti  
Sent: Tuesday, December 18, 2018 4:08 PM  
To: Brian Platt <BPlatt@jcnj.org>; John Minella <JMinella@jcnj.org>; Allison Solowsky <ASolowsky@jcnj.org>  
Cc: Patrick Stamato <PStamato@jcnj.org>; Silendra Baijnauth <BaijnauthS@jcnj.org>; Jeffrey Dublin <JDublin@jcnj.org>; Hector Ortiz <OrtizH@jcnj.org>  
Subject: RE: Chassis and Cliffsides body quotes and proposals

All

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

City Clerk File No. Res. 14.097  
 Agenda No. 10.Y  
 Approved: FEB 11 2014



TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**

**COUNCIL 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, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; 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 is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which Middlesex Regional Educational Services Commission is the lead agency.

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 agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Corporation Counsel

Certification Required:   
 Not Required:

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
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.  
[Signature] Rolando R. Lavarro, Jr., President of Council  
[Signature] Robert Byrne, City Clerk



MEMBERS OF THE NJ STATE APPROVED  
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS

Essex County		
Bloomfield Township of	Township of Millburn	Phillip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Falls*	Newark Public Schools	Township of Verona
Essex Falls School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
Gloucester		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
Hudson		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
Hunterdon		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Millford BOE
Bloomsbury BOE	High Bridge BOE	Millford Borough of
Callfon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Tewnship of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS' BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Remington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14

## VENDOR CONTACT FORMS

Bid	Trucks - 26,000 lbs. Gross Vehicle Weight (GVW) or greater Bid #ESC NJ 17/18-30
Vendor	Hudson County Motors, Inc.
Representative	Tom Del Gaudio
Address	614 New County Road, PO Box 2611, Secaucus, NJ 07096
Telephone #	201-866-5570
Fax #	201-866-5757
Email	<a href="mailto:tdelgaudio@hudsoncountymotors.com">tdelgaudio@hudsoncountymotors.com</a>
Website	<a href="http://www.hudsoncountymotors.com">www.hudsoncountymotors.com</a>

Bid	Trucks - 26,000 lbs. Gross Vehicle Weight (GVW) or greater Bid #ESC NJ 17/18-30
Vendor	Jet Vac Equipment, LLC
Representative	Adam Emusov
Address	195 Green Pond Road, Rockaway, NJ 07866
Telephone #	862-686-9029
Fax #	
Email	<a href="mailto:adamemusov@jetvacequipment.com">adamemusov@jetvacequipment.com</a>
Website	<a href="http://www.jetvacequipment.com">www.jetvacequipment.com</a>

Bid	Trucks - 26,000 lbs. Gross Vehicle Weight (GVW) or greater Bid #ESC NJ 17/18-30
Vendor	Mid-Atlantic Truck Centre, Inc.
Representative	Frank Dela Fuente
Address	525 West Linden Avenue, Linden, NJ 07036
Telephone #	908-862-8181 Ext.247
Fax #	908-862-7621
Email	<a href="mailto:fdela Fuente@mid-atlantictrucks.com">fdela Fuente@mid-atlantictrucks.com</a>
Website	<a href="http://www.riverstreetdealease.com">www.riverstreetdealease.com</a>

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 Employees Information Report (A.H.A. check)

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](http://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): SHAWNE SWIFT Sec. Treasurer.

Representative's Signature: 

Name of Company: Mid-Atlantic Truck Center Inc.

Tel. No.: 908-562-8181 ext. 257 Date: 10-22-19

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

The contractor and the Sec. Treasurer of Mid-Atl. Trk. Center (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 services 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: STAYNE SWIFT / Sec. Treasurer  
Representative's Signature: (Signature)  
Name of Company: MID-ATLANTIC TRUCK CENTER, INC.  
Tel. No.: 901-822-818-0257 Date: 10-22-78

**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 : Mid-Atlantic Truck Center  
Address : 525 Linden Ave. West. Linden NJ. 07036  
Telephone No. : 908-862-8181 #257  
Contact Name : Shawne Swift

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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Certification 12352

# 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. 17:27-11.6c, and the State Treasurer has approved said report. This approval will remain in effect for the period of 15/03/2021 to 15/03/2021.



WEBB SEANAN'S TRUCK CENTER  
525 LINDEN AVE WEST  
LINDEN NJ 07036



*Elizabeth Maher Mucio*  
ELIZABETH MAHER MUCIO  
State Treasurer

**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 Mid-Atlantic Truck Centre Inc. (name of business entity), has not made any reportable contributions in the \*\*one-year period preceding 10-22-18 (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 Mid-Atlantic Truck Centre 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: Mid-Atlantic Truck Centre Inc.

Signed: [Signature] Title: Sec. Treasurer

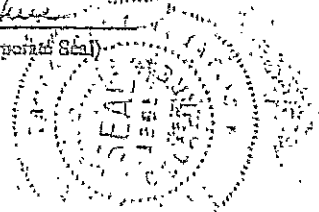
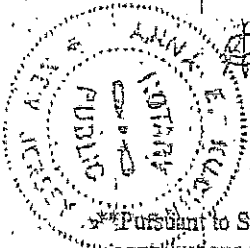
Print Name: Stavre Swift Date: 10/22/18

Subscribed and sworn before me  
this 22 day of Oct, 2018.

My Commission expires: 10-15-2023

[Signature]

Stavre Swift Sec. Treasurer  
(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**

**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 candidates 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).

Steven Fulop for Mayor 2017	Mim Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Warrenman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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

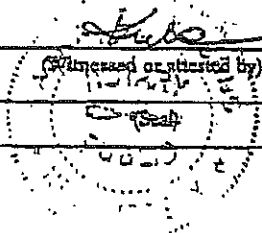
Name of Stock or Shareholder	Home Address
Eugene Sidor.	9 Terhune Ct. U.Saddle River NJ

**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: Mid Atlantic Bank Center Inc.  
Signature of Affiant: [Signature] Title: Sec. Treasurer.  
Printed Name of Affiant: Shawne Swiat Date: 10/27/18

Subscribed and sworn before me this 22 day of October 2018  
My Commission expires: 10-15-2023

  
\_\_\_\_\_  
(Notarized or attested by)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MID-ATLANTIC TRUCK CENTRE, INC.

**Trade Name:**

**Address:** 525 LINDEN AVENUE W  
LINDEN, NJ 07036-6507

**Certificate Number:** 0079677

**Effective Date:** July 08, 1991

**Date of Issuance:** January 09, 2019

**For Office Use Only:**

20190109140205106

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

City Clerk File No. Res. 19-050

Agenda No. 10-Y

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF A DUMP BODY WITH SNOW AND TAILGATE SPREADER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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 Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; 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 Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

**WHEREAS,** the Department of Public Works, Division of Automotive Maintenance wishes to purchase one dump body with snow plow and tailgate spreader from Cliffside Body Corp., 130 Broad Avenue, P.O. Box 206, Fairview, New Jersey 07022 who is possession of contract #65MCESCCPS, Bid ESCNJ 17/18-30; and

**WHEREAS,** funds are available for this contract in the Capital Account;

Account	PO #	Total Contract
04-215-55-169-990	132102	\$59,998.90

**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 award to Cliffside Body Corp. in the amount of \$59,998.90 for the purchase and delivery of one dump body with snow plow and tailgate spreader is authorized.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be completed upon the delivery of the goods or services.
4. 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.

(Continued on page 2)

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF A DUMP BODY WITH SNOW AND TAILGATE SPREADER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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.

Account                      PO #                      Total Contract  
04-215-55-169-990                      132102                      \$59,998.90

Approved by: Peter Holgado                      January 10, 2019  
Peter Holgado, Director of Purchasing,                      Date  
QPA, RPPO

PF/ipv  
1/10/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

*R.R.*  
*1-11-19*

APPROVED: [Signature]

Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF A DUMP BODY WITH SNOW AND TAILGATE SPREADER FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@icnj.org mvalenti@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 purchase one (1) dump body with snow and tailgate spreader.
- ↓ For snow operations.
- ± Cost is \$59,998.90

**Cost (Identify all sources and amounts)**

(DPW Capital Account)  
04-215-55-169-990  
  
Total Contract amount=\$59,998.90

**Contract term (include all proposed renewals)**

One time purchase.

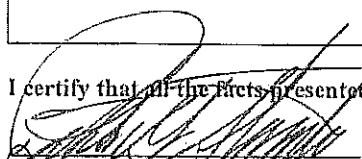
**Type of award**

EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

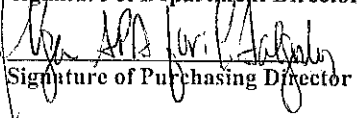
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

11/9/19  
Date

  
Signature of Purchasing Director

11/10/19  
Date

04-215-55-169-990

749

ESC NJ Confirmation# BD-198

# CLIFFSIDE BODY CORPORATION

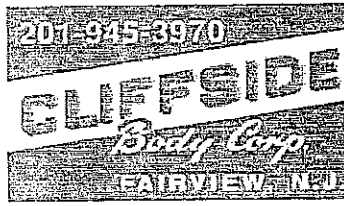
130 BROAD AVENUE, FAIRVIEW NJ 07022

PH: 201-945-3970 FAX: 201-945-7534

QUOTE #: EG121318B

DATE: 12/13/2018

PREPARED BY: ERIC GREENWALD



CUSTOMER: JERSEY CITY

ATTN: MARTIN VALENTE

PHONE:

EMAIL:

BID #ESC NJ 17/18-30  
NJ STATE APPROVED CO-OP #65MCESCCPS

ESC NJ QUOTE APPROVAL CONFIRMATION # BD-198

MFG.	PART#	DESCRIPTION	LIST PRICE	DISC.	NET PRICE
GODWIN	433	4330-10 x 26 x 36" S.777.7 Lu. Ydg. Cross-member-less 7 Ga. 201 Stainless Sides, Front & Tailgate, 3/16" AR450 Floor, Formed Outward "V Side Brace, Dirt Shedding Box Top Rail, Full Depth Rear Corner Post, 6-Panel D/A Tailgate	\$ 9,780.00	15%	\$ 8,313.00
GODWIN	STAINLESS CABSHIELDS	Additional light hole in face or side of cabshield (per pair)	\$ 70.00	10%	\$ 63.00
GODWIN	STAINLESS CABSHIELDS	Additional light hole in face or side of cabshield (per pair)	\$ 70.00	10%	\$ 63.00
GODWIN	BODY SHELL OPTIONS	Grip strut walkrail and 2" tarp rail, stainless steel. Per foot (\$41/ft @ 10')	\$ 410.00	10%	\$ 369.00
GODWIN	BODY SHELL OPTIONS	Extra light cutouts in rear cornerpost	\$ 70.00	10%	\$ 63.00
GODWIN	TAILGATE OPTIONS	3 1/2" air tailgate kit	\$ 441.00	10%	\$ 396.90
GODWIN	TAILGATE OPTIONS	Inverted angle along top edge of tailgate. Stainless steel	\$ 284.00	10%	\$ 255.60
GODWIN	TAILGATE OPTIONS	Stainless quick release tailgate hardware (400 series)	\$ 90.00	10%	\$ 81.00
GODWIN	TAILGATE OPTIONS	Long chains with 2 sets of banjo eye plates. Stainless bodies.	\$ 252.00	10%	\$ 226.80
GODWIN	BODY SHELL OPTIONS	Grip strut walkrail and 2" tarp rail, stainless steel. Per foot (\$41/ft @ 10')	\$ 410.00	10%	\$ 369.00
GODWIN	BODY SHELL OPTIONS	Extra light cutouts in rear cornerpost	\$ 70.00	10%	\$ 63.00
GODWIN	LIGHTING	FMV SS 108 required marker lighting; LED	\$ 280.00	10%	\$ 252.00
GODWIN	HOISTS	U8500-DA class 50 underbody 8" hoist less hydraulics	\$ 2,583.00	10%	\$ 2,324.70
GODWIN	HOISTS	8-1/2 Gallon hydraulic oil tank for U850/U860 hoist (A15066)	\$ 336.00	10%	\$ 302.40
CLIFFSIDE BODY	CBC-TARP-04	MESH ELEC SYSTM W/TARP & IN CAB CONTROL (8'-12" BODIES)	\$ 2,628.00	10%	\$ 2,365.20
CLIFFSIDE BODY	CBC-STEP-03	STAINLESS STEEL SLIDE OUT STEP W/CHROME GRAB HANDLE	\$ 447.00	10%	\$ 402.30
CLIFFSIDE BODY	CBC-HITCH-15	15 TON HITCH ON HD 1/2" HITCH PLATE	\$ 930.00	10%	\$ 837.00
CLIFFSIDE BODY	CBC-DUMP-05	WOOD SIDE BOARDS - PAINTED	\$ 333.00	10%	\$ 299.70
CLIFFSIDE BODY	CBC-TOOLBOX-09	MOUNTED TOOL BOX-36X18X18 DIA PLATE ALUM	\$ 783.00	10%	\$ 704.70
CLIFFSIDE BODY	CBC-LIGHT-01	BACK UP CAMERA WITH 7" COLOR LED MONITOR	\$ 754.00	10%	\$ 678.60

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## Galion-Godwin Truck Body LLC.

NET UNIT PRICE BUILD-UP AND/OR CONFIRMATION		REFER TO THIS QUOTE # WHEN ORDERING	
ATTN:	ERICK GREENWALD	QUOTE #	SP121418-CP
Distributor	CLIFFSIDE BODY	SO NUMBER	
FAX:		QUANTITY	1
City & State	FAIRVIEW, NJ	REQUESTED DELIVERY	
Final Consumer		DATE:	12/14/2018

MODEL/DIMENSIONS		BODY NOTES	
Body Model:			
Capacity:	WL SB	Fixed Cab Protector:	
Length:		24" x 96" x 10 Gauge 201-2B Stainless Cab Guard	
Width:		60" High x 96" Wide w. Cross Bracing	
Side Height:		Stainless 201-2B Tubular Stainless Steel Construction	
Rear Height:			
Front Height:			

	GAUGE	TYPE	
Floor:			
Sides:			
Front:			
Gate:			

RECEIVED

JAN - 7 2019

By: JG PURCHASING

GATE OPTIONS	
Panels:	
Coal Doors:	
**Installed/Loose	
Sloped Tailgate	
Watertight Tailgate	
Barn Door Tailgate	

UNDERSTRUCTURE			
Longsills			
Type:			
Crossmembers			
Type:			
Spacing:		CAB PROTECTOR	EXTENSION PAN
Body Prop:		Size: SEE ABOVE	Size:
Butted Understructure:		Gauge:	Gauge:
Air Hardware:		Type:	Type:

MISCELLANEOUS			HOIST	
Shot Blast, Zinc Prime, Bik Powder		Side Boards:	NO	MODEL
Hardware:		**Gauge:		WITH YD
6" Front Corner Post:		**Woodfilled: YES/NO		LESS HYD
11" Full Depth Rear Post:		WEARPLATE	NO	HOIST NOTES
9" Full Depth Rear Bolster:		**Gauge:		
Dirt Shedding Box Top Rail:		**Installed/Loose		
Horizontal Side Braces:		HARDWOOD CUSHION	NO	
Extra Vertical Brace:		Thickness:		
**Per Side:		CONTINUOUS WELD	YES	
Tarp Rod:		*Body Shell & Tailgate	YES	

	QTY	1	PRICE PER UNIT TAX EXCLUDED	\$4,435.00 ✓
BUILD TIME	6-8	WEEKS AFTER RECEIPT OF ORDER	F.O.B. WINESBURG, OHIO	
PRICE FIRM	30 DAYS	PREPARED BY:	STEVE PANTIS 910-890-1813	

Acceptance of any and all orders generated as a direct result of this quote given by Galion-Godwin may be contingent on credit review and/or credit approval by Galion-Godwin Truck Body Co, LLC

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ESCNJ Confirmation# BD-198

CLIFFSIDE BODY	CBC-LIGHT-03	BACK UP ALARM	\$ 100.00	10%	\$ 90.00
CLIFFSIDE BODY	CBC-LIGHT-06	4" LED SPOT LIGHT AT REAR OF BODY - WIRE TO SWITCH IN CAB	\$ 291.00	10%	\$ 261.90
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GA00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GA00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GA00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-24	RECESSED LED STOP/TURN/TAIL LIGHTS	\$ 400.00	10%	\$ 360.00
CLIFFSIDE BODY	CBC-TRACTOR-04	7 POLE TRAILER PLUG - ELECTRIC BRAKE CONTROL ADD CIRCUIT (6500 AND UP)	\$ 716.00	10%	\$ 644.40
CLIFFSIDE BODY	CBC-DUMP-02	STAINLESS STEEL STONE GUARDS	\$ 433.00	10%	\$ 389.70
CLIFFSIDE BODY	CBC-CHYD-01	BASIC SYSTEM FOR PLOW/DUMP/SPREADER, MEDIUM/HEAVY DUTY. 3 DOUBLE ACTING CABLE SECTIONS, 37 GALLON STEEL HYDRAULIC TANK, IN TANK FILTER, DUAL MANUAL SPREADER CONTROL VALVE, HOT SHIFT PTO AND GEAR PUMP	\$ 9,447.00	10%	\$ 8,502.30
CLIFFSIDE BODY	CBC-CHYD-04	CBC-CHYD-01 + STAINLESS STEEL VALVE TANK ENCLOSURE	\$ 1,706.00	10%	\$ 1,535.40
CLIFFSIDE BODY	CBC-CHYD-05	CBC-CHYD-01 + LOW HYDRAULIC OIL SHUT DOWN	\$ 1,056.00	10%	\$ 950.40
BOSS	Heavy Duty Straight Blade Plows	10'0" Heavy Duty Straight Plow	\$ 8,220.00	10%	\$ 7,398.00
BOSS	MSC17611B	SNOW DEFLECTOR, 10', EXT	\$ 266.00	10%	\$ 239.40
BOSS	STB07537	CUTTINGEDGE, 10' LG 1/2TK 6WIDE	\$ 207.00	10%	\$ 186.30
MEYER	66002	BL960 96" CD Hydraulic SS	\$ 2,599.00	10%	\$ 2,339.10
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>FREIGHT</b>					
GODWIN	433	10' x 26" x 36", 7 ga 201 SS dump body, AR450 floor, crossmemberless	\$ 500.00	0%	\$ 500.00
<b>LABOR</b>					
GODWIN	TOTAL	48 HOURS @ \$100.00/HOUR	\$ 4,800.00	0%	\$ 4,800.00
CLIFFSIDE BODY	TOTAL	39 HOURS @ \$100.00/HOUR	\$ 3,900.00	0%	\$ 3,900.00
BOSS	TOTAL	9 HOURS @ 100/HOUR	\$ 900.00	0%	\$ 900.00
MEYER	TOTAL	20 HOURS @ \$100/HOUR	\$ 2,000.00	0%	\$ 2,000.00
					\$ -
<b>UNLISTED OPTIONS</b>					
GODWIN	UNLISTED	STAINLESS STEEL FIXED CAB PROTECTOR	\$ 4,435.00	20%	\$ 5,322.00
			TOTAL PRICE (LIST)		\$47,851.00
			TOTAL FREIGHT		\$500.00
			TOTAL LABOR		\$11,600.00
			TOTAL UNLISTED OPTIONS		\$5,322.00
			TOTAL DISCOUNTS		-\$5,274.10
			TOTAL INSTALLED PRICE		\$59,998.90

RECEIVED  
 JAN - / 2019  
 PURCHASING



749

**Silendra Baijnauth**

---

**From:** Brian Platt  
**Sent:** Monday, December 24, 2018 1:37 PM  
**To:** Martin Valenti; Allison Solowsky; John Minella  
**Cc:** Patrick Stamato; Hector Ortiz; Jeffrey Dublin; Silendra Baijnauth  
**Subject:** Re: Ford F-550 Approvals

Approved thank you.

---

**From:** Martin Valenti  
**Sent:** Monday, December 24, 2018 12:02:30 PM  
**To:** Allison Solowsky; John Minella; Brian Platt  
**Cc:** Patrick Stamato; Hector Ortiz; Jeffrey Dublin; Silendra Baijnauth  
**Subject:** Ford F-550 Approvals

Here is the quotes and the specifications for two Ford F550 dump trucks with plow and spreaders for your review and approval.

Thank You

Merry Christmas

Martin J. Valenti  
Director Of Automotive  
Jersey City Department Of Public Works  
13-15 Linden Ave East  
Jersey City N.J. 07305  
O: 201-547-4420  
M: 201-240-5292

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

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City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**

**COUNCIL 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, the City of Jersey City (City)** desires to participate in a cooperative pricing system for the purchase of good and services; 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 is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and**

**WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and**

**WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and**

**WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.**

**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 agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
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

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MEMBERS OF THE NJ STATE APPROVED  
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS

Essex cont'd.		
Bloomfield Township of	Township of Millburn	Philip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vq-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
Gloucester		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
Hudson		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
Hunterdon		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Milford BOE
Bloomsbury BOE	High Bridge BOE	Milford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CLIFFSIDE BODY CORPORATION

**Trade Name:**

**Address:** 130 BROAD AVENUE  
FAIRVIEW, NJ 07022-1502

**Certificate Number:** 0099779

**Effective Date:** June 15, 1934

**Date of Issuance:** January 10, 2019

**For Office Use Only:**

20190110110631949

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL

Certification 9579

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-FEB-2013 to 15-FEB-2020

CLIFFSIDE BODY CORPORATION  
130 BROAD AVE, P.O. BOX 206  
FAIRVIEW  
NJ 07022



Andrew P. Sidamon-Eristoff  
State Treasurer

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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, national origin, 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 conformity 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, national origin, 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 Approval

Certificate of Employee Information Report

Employee Information Report Form A302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://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  
M.J.S.A. 105-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Good, 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 M.J.S.A. 105-31 and N.J.A.C. 17:27.

Representative Name/Title (Print): ROBERT GREENWALD VP/SECRETARY

Representative's Signature: *[Signature]*

Name of Company: CLIFFSIDE BODY CORP.

Date: DEC. 31, 2108

Tel. No.: 201-945-3970

*249*

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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 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 GREENWALD VP/SECRETARY  
Representative's Signature: [Signature]  
Name of Company: CLIFFSIDE BODY CORP.  
Tel. No.: 201-945-3970 Date: DECEMBER 31, 2018



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**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 : CLIFFSIDE W BODY CORP.  
Address : 130 BROAD AVE. FAIRVIEW, NJ 07022  
Telephone No. : 201-945-3970  
Contact Name : ROBERT GREENWALD VP/SECRETARY

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.

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

City Clerk File No. Res. 19-051

Agenda No. 10-Z

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO DUMP BODIES WITH SNOW PLOW AND SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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 Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; 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 Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

**WHEREAS,** the Department of Public Works, Division of Automotive Maintenance wishes to purchase two dump bodies with snow plows and spreaders from Cliffside Body Corp., 130 Broad Avenue, P.O. Box 206, Fairview, New Jersey 07022 who is possession of contract #65MCESCCPS, Bid ESCNJ 17/18-30; and

**WHEREAS,** funds are available for this contract in the Capital Account:

Account	PO #	Total Contract
04-215-55-166-990	132101	\$87,769.64

**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 award to Cliffside Body Corp. in the amount of \$87,769.64 for the purchase and delivery of two dump bodies with snow plow and spreaders is authorized.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be completed upon the delivery of the goods or services.
4. 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.

(Continued on page 2)

Continuation of Resolution \_\_\_\_\_

City Clerk File No. Res. 19-051

Agenda No. 10.7

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO DUMP BODIES WITH SNOW PLOW AND SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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.

Account	PO #	Total Contract
04-215-55-166-990	132101	\$87,769.64

Approved by: Peter Folgado for  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

January 10, 2019  
Date

PF/pv  
1/10/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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

R.R.  
1-11-19

**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 A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF TWO DUMP BODIES WITH SNOW AND SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jenj.org mvalenti@jenj.org

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

**Contract Purpose**

- ↓ To purchase two (2) dump bodies with plow and spreaders for the F 550.
- ↓ For snow operations.
- ↓ Each costs \$43,884.82

**Cost (Identify all sources and amounts)**

(DPW Capital Account)  
04-215-55-166-990  
  
Total Contract amount=\$87,769.64

**Contract term (include all proposed renewals)**

One time purchase.

Type of award EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

If "Other Exception", enter type

Additional Information

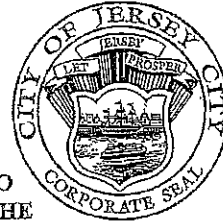
I certify that all the facts presented herein are accurate.

Signature of Department Director \_\_\_\_\_ Date 1/9/19  
Signature of Purchasing Director \_\_\_\_\_ Date 1/10/19

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

City Clerk File No. Res. 14.097  
Agenda No. 10.Y  
Approved: FEB 11 2014



TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**

**COUNCIL 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, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; 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 is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.

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 agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required:   
Not Required:

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
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.

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

[Signature]  
Robert Byrne, City Clerk

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MEMBERS OF THE NJ STATE APPROVED  
MRESA COOPERATIVE PRICING SYSTEM # 65MCESCCPS

Essex cont'd.		
Bloomfield Township of	Township of Millburn	Phillip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
Gloucester		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
Hudson		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
Hunterdon		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Milford BOE
Bloomsbury BOE	High Bridge BOE	Milford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14

04-215-55-166-990

(2)

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ESCNJ Confirmation# BD-197

**CLIFFSIDE BODY CORPORATION**

130 BROAD AVENUE, FAIRVIEW NJ 07022

PH: 201-945-3970 FAX: 201-945-7534

QUOTE #: EG121418C

DATE: 12/14/2018

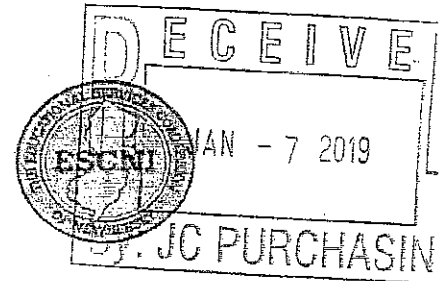
PREPARED BY: ERIC GREENWALD

CUSTOMER: JERSEY CITY

ATTN: MARTIN VALENTE

PHONE:

EMAIL:



BID #ESCNJ 17/18-30  
NJ STATE APPROVED CO-OP #65MCESCCPS

ESCNJ QUOTE APPROVAL CONFIRMATION # BD-197

MFG.	PART#	DESCRIPTION	LIST PRICE	DISC.	NET PRICE
		SSMDC SERIES DUMP BODY - 10' LONG X 18" SIDES X 24"			
BRANDON	SSMDC-10-18-24	GATE	\$ 5,573.00	35%	\$ 3,622.45
BRANDON	SIDE-A505-4-5S	4 vertical brace stainless steel	\$ 632.00	10%	\$ 568.80
BRANDON	BPRO-AS02	Body prop (1x) shipped loose - Passenger side	\$ 98.00	10%	\$ 88.20
CLIFFSIDE BODY	CBC-TARP-01	MESH MANUAL TARP & ROLLER	\$ 556.00	10%	\$ 500.40
CLIFFSIDE BODY	CBC-HOIST-03	DOUBLE ACTING SCISSOR - ELECTRIC/HYDRAULIC WITH PUSH BUTTON CONTROL IN CAB - NTEA CLASS D/40	\$ 1,171.00	10%	\$ 1,053.90
CLIFFSIDE BODY	CBC-STEP-03	STAINLESS STEEL SLIDE OUT STEP W/CHROME GRAB HANDLE	\$ 447.00	10%	\$ 402.30
CLIFFSIDE BODY	CBC-HITCH-04	1/2" HITCH PLATE W/ 8 TON COMBO HITCH & BALL	\$ 897.00	10%	\$ 807.30
CLIFFSIDE BODY	CBC-TRACTOR-01	7 POLE TRAILER PLUG WITH EXISTING WIRE	\$ 134.00	10%	\$ 120.60
CLIFFSIDE BODY	CBC-DUMP-03	WOOD SIDE BOARDS - PAINTED	\$ 333.00	10%	\$ 299.70
CLIFFSIDE BODY	CBC-LIGHT-03	BACK UP ALARM	\$ 100.00	10%	\$ 90.00
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GAG00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GAG00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GAG00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-DUMP-02	STAINLESS STEEL STONE GUARDS	\$ 433.00	10%	\$ 389.70
CLIFFSIDE BODY	CBC-CHYD-01	BASIC SYSTEM FOR PLOW/DUMP/SPREADER, MEDIUM/HEAVY DUTY. 3 DOUBLE ACTING CABLE SECTIONS, 37 GALLON STEEL HYDRAULIC TANK, IN TANK FILTER, DUAL MANUAL SPREADER CONTROL VALVE, HOT SHIFT PTO AND GEAR PUMP	\$ 9,447.00	10%	\$ 8,502.30
WALTCO	DT-16	1,600 lbs. (LIFTING CAPACITY) - 36" x 89" (PLATFORM LOAD AREA) - 6" (RAMP) - 810 lbs. (APPROX. WEIGHT)	\$ 6,323.00	10%	\$ 5,690.70
FISHER	COMPLETE PACKAGE PRICING	8' (SIZE) - HD2 (MODEL) - POWDER COATED (MOLD BOARD)	\$ 6,898.00	10%	\$ 6,208.20
SMITH	SSVMD-9	Dual Electric/Dual Hydraulic - 4 (CAPACITY)	\$ 10,544.63	10%	\$ 9,490.17

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ESCNJ Confirmation# BD-197

				\$	-
				\$	-
- FREIGHT					
SSMDC SERIES DUMP BODY - 10' LONG X 18" SIDES X 24"					
BRANDON	SSMDC-10-18-24	GATE		\$ 700.00	0% \$ 700.00
LABOR					
BRANDON	TOTAL	12 HOURS @ \$100.00/HOUR		\$ 1,200.00	0% \$ 1,200.00
CLIFFSIDE BODY	TOTAL	9 HOURS @ \$100.00/HOUR		\$ 900.00	0% \$ 900.00
WALTCO	TOTAL	8 HOURS @ 100/HOUR		\$ 800.00	0% \$ 800.00
FISHER	TOTAL	2 HOURS @ \$100/HOUR		\$ 200.00	0% \$ 200.00
SMITH	TOTAL	10 HOURS @ \$100/HOUR		\$ 1,000.00	0% \$ 1,000.00
UNLISTED OPTIONS					
				\$	-
TOTAL PRICE (LIST)				\$44,975.63	
TOTAL FREIGHT				\$700.00	
TOTAL LABOR				\$4,100.00	
TOTAL UNLISTED OPTIONS				\$0.00	
TOTAL DISCOUNTS				-\$5,890.81	
TOTAL INSTALLED PRICE				\$43,884.82	

**R E C E I V E D**  
 JAN - 7 2019  
 By: JC PURCHASING

13,993.45



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## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CLIFFSIDE BODY CORPORATION

**Trade Name:**

**Address:** 130 BROAD AVENUE  
FAIRVIEW, NJ 07022-1502

**Certificate Number:** 0099779

**Effective Date:** June 15, 1934

**Date of Issuance:** January 10, 2019

**For Office Use Only:**

20190110110631949

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

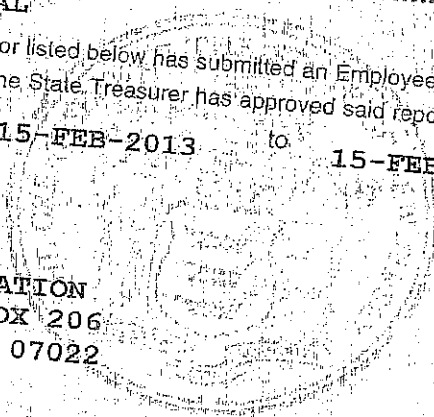
Certification 9579

**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-FEB-2013 to 15-FEB-2020

CLIFFSIDE BODY CORPORATION  
130 BROAD AVE, P.O. BOX 206  
FAIRVIEW NJ 07022



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff', is written over the printed name.

Andrew P. Sidamon-Eristoff  
State Treasurer

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**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](http://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 Services 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.

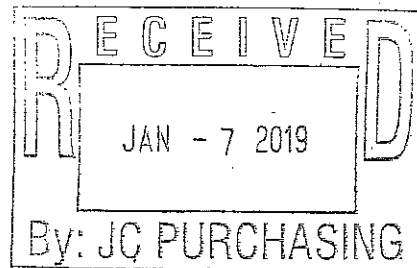
Representative's Name/Title (Print): ROBERT GREENWALD VP/SECRETARY

Representative's Signature: *Robert Greenwald*

Name of Company: CLIFFSIDE BODY CORP.

Tel. No. 201-945-3970

Date: DEC. 31, 2108



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

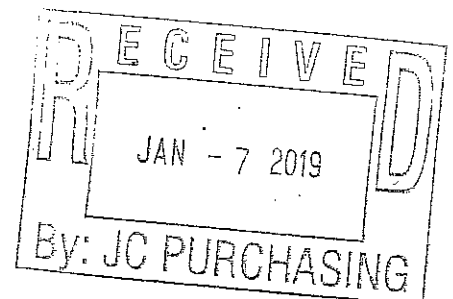
The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, 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.

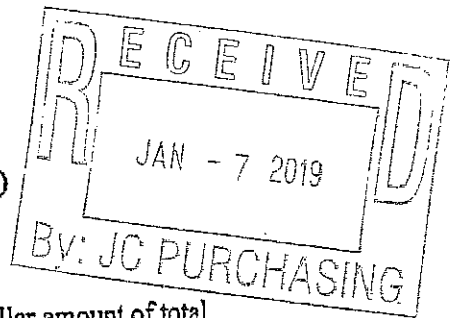
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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 GREENWALD VP/SECRETARY  
Representative's Signature: [Signature]  
Name of Company: CLIFFSIDE BODY CORP.  
Tel. No.: 201-945-3970 Date: DECEMBER 31, 2018



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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 : CLIFFSIDE W. BODY CORP.  
Address : 130 BROAD AVE. FAIRVIEW, NJ 07022  
Telephone No. : 201-945-3970  
Contact Name : ROBERT GREENWALD VP/SECRETARY

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.



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**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 CLIFFSIDE BODY CORP. (name of business entity), has not made any reportable contributions in the \*\*one-year period preceding DECEMBER 31, 2018 (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 CLIFFSIDE BODY 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: CLIFFSIDE BODY CORP.

Signed *Robert Greenwald* Title: VP/SECRETARY

Print Name: ROBERT GREENWALD Date: DECEMBER 31, 2018

Subscribed and sworn before me  
this 3 day of JAN, 2019.  
My Commission expires:

Therese Simone Greenwald  
Notary Public New Jersey  
My Commission Expires  
August 17, 2020

*Therese Simone Greenwald*

*Robert Greenwald*  
(Affiant)  
ROBERT GREENWALD VP/SECRETARY  
(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.

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**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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
ROBERT GREENWALD	10 VINE ST. WALDWICK, NJ 07463
WARREN GREENWALD	56 KNOLLWOOD RD UPPER SADDLE RIVER, NJ 07458

**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: CLIFFSIDE BODY CORP.  
 Signature of Affiant: [Signature] Title: VP / SECRETARY  
 Printed Name of Affiant: ROBERT GREENWALD Date: DECEMBER 31, 2018

Subscribed and sworn before me this 3 day of JANUARY, 2019 Therese Simone Greenwald  
 My Commission expires: August 17, 2020  
 Therese Simone Greenwald  
 Notary Public New Jersey  
 My Commission Expires  
 August 17, 2020

(Witnessed or attested by) \_\_\_\_\_  
 (Seal) \_\_\_\_\_



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

City Clerk File No. Res. 19-052

Agenda No. 10.Z.1

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF THREE BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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 Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; 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 Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

**WHEREAS,** the Department of Public Works, Division of Automotive Maintenance wishes to purchase of three V box spreaders from Cliffsides Body Corp., 130 Broad Avenue, P.O. Box 206, Fairview, New Jersey, 07022 who is possession of contract #65MCESCCPS, Bid ESCNJ 17/18-30; and

**WHEREAS,** funds are available for this contract in the Capital Account:

Account	PO #	Total Contract
04-215-55-169-990	132100	\$197,995.71

**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 award to Cliffsides Body Corp. in the amount of \$197,995.71 for the purchase and delivery of three V box spreaders is authorized.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be completed upon the delivery of the goods or services.
4. 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.

(Continued on page 2)

City Clerk File No. Res. 19-052

Agenda No. 10.Z.1

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF THREE BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY 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.

Acct #	P.O. #	Amount
04-215-55-169-990	132100	\$197,995.71

Approved by: Peter Folgado  
Peter Folgado, Director of Purchasing,  
QPA, BPPO

January 10, 2019  
Date

PF/pv  
1/10/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

R.R.  
1-10-19

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A CONTRACT TO CLIFFSIDE BODY CORPORATION FOR THE PURCHASE AND DELIVERY OF THREE BOX SPREADERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jenj.org mvalenti@jenj.org

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

**Contract Purpose**

↓ To purchase three (3) V Box Spreaders.  
↓ For snow operations.  
↓ Each Cost is \$65,998.57

**Cost (Identify all sources and amounts)**

(DPW Capital Account)  
04-215-55-169-990  
  
Total Contract amount=\$197,995.71

**Contract term (include all proposed renewals)**

One time purchase.

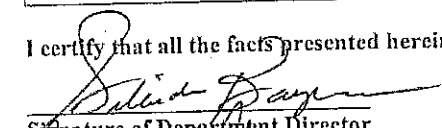
**Type of award**

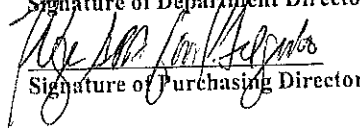
EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director      1/9/19      Date

  
Signature of Purchasing Director      1/16/19      Date

64-215-55-169-990

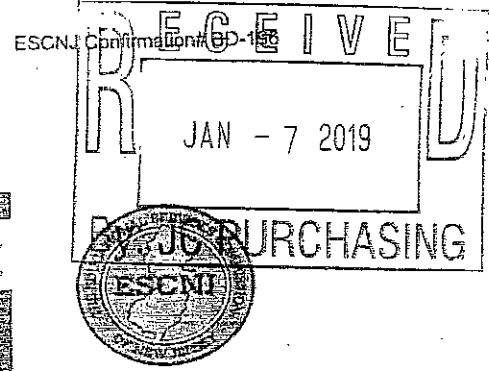
3  
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**CLIFFSIDE BODY CORPORATION**

130 BROAD AVENUE, FAIRVIEW NJ 07022  
 PH: 201-945-3970 FAX: 201-945-7534

QUOTE #: EG121318A

DATE: 12/13/2018  
 PREPARED BY: ERIC GREENWALD



CUSTOMER: JERSEY CITY  
 ATTN: MARTIN VALENTE  
 PHONE:  
 EMAIL:

BID #ESCNJ 17/18-30  
 NJ STATE APPROVED CO-OP #65MCECCPS

ESCNJ QUOTE APPROVAL CONFIRMATION # BD-196

MFG.	PART#	DESCRIPTION	LIST PRICE	DISC.	NET PRICE
GODWIN	433	433U-10' x 26" x 36" 5.7/7.7 Cu. Yds. Cross-member-less, 7 Ga. 201 Stainless Sides, Front & Tailgate, 3/16" AR450 Floor, Formed Outward "V" Side Brace, Dirt Shedding Box Top Rail, Full Depth Rear Corner Post, 6-Panel D/A Tailgate	\$ 9,780.00	15%	\$ 8,313.00
GODWIN	STAINLESS CABSHIELDS	1/2 x 84 x 10 gauge	\$ 945.00	10%	\$ 850.50
GODWIN	STAINLESS CABSHIELDS	"L" style cabshield with long backdrop	\$ 280.00	10%	\$ 252.00
GODWIN	STAINLESS CABSHIELDS	90" wide cabshield in lieu of 84" wide	\$ 210.00	10%	\$ 189.00
GODWIN	STAINLESS CABSHIELDS	7 gauge stainless in lieu of 10 gauge	\$ 280.00	10%	\$ 252.00
GODWIN	STAINLESS CABSHIELDS	Additional light hole in face or side of cabshield (per pair)	\$ 70.00	10%	\$ 63.00
GODWIN	STAINLESS CABSHIELDS	Additional light hole in face or side of cabshield (per pair) Grip strut walkrail and 2" tarp rail, stainless steel. Per	\$ 70.00	10%	\$ 63.00
GODWIN	BODY SHELL OPTIONS	foot (\$41/ft @ 10')	\$ 410.00	10%	\$ 369.00
GODWIN	BODY SHELL OPTIONS	Extra light cutouts in rear cornerpost	\$ 70.00	10%	\$ 63.00
GODWIN	TAILGATE OPTIONS	3 1/2" air tailgate kit	\$ 441.00	10%	\$ 396.90
GODWIN	TAILGATE OPTIONS	Inverted angle along top edge of tailgate. Stainless steel	\$ 284.00	10%	\$ 255.60
GODWIN	TAILGATE OPTIONS	Stainless quick release tailgate hardware (400 series)	\$ 90.00	10%	\$ 81.00
GODWIN	TAILGATE OPTIONS	Long chains with 2 sets of banjo eye plates. Stainless bodies.	\$ 252.00	10%	\$ 226.80
GODWIN	LIGHTING	FMV SS 108 required marker lighting; LED	\$ 280.00	10%	\$ 252.00
GODWIN	HOISTS	U850D-DA class 50 underbody 8" hoist less hydraulics	\$ 2,583.00	10%	\$ 2,324.70
GODWIN	HOISTS	8-1/2 Gallon hydraulic oil tank for U850/U860 hoist (A15066)	\$ 336.00	10%	\$ 302.40
CLIFFSIDE BODY	CBC-TARP-04	MESH ELEC SYSTM W/TARP & IN CAB CONTROL (8'-12' BODIES)	\$ 2,628.00	10%	\$ 2,365.20
CLIFFSIDE BODY	CBC-STEP-03	STAINLESS STEEL SLIDE OUT STEP W/CHROME GRAB HANDLE	\$ 447.00	10%	\$ 402.30
CLIFFSIDE BODY	CBC-HITCH-15	15 TON HITCH ON HD 1/2" HITCH PLATE	\$ 930.00	10%	\$ 837.00
CLIFFSIDE BODY	CBC-DUMP-03	WOOD SIDE BOARDS - PAINTED	\$ 333.00	10%	\$ 299.70

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ESCNJ Confirmation# BD-196

CLIFFSIDE BODY	CBC-TOOLBOX-09	MOUNTED TOOL BOX 36X18X18 DIA PLATE ALUM	\$ 783.00	10%	\$ 704.70
CLIFFSIDE BODY	CBC-LIGHT-01	BACK UP CAMERA WITH 7" COLOR LED MONITOR	\$ 754.00	10%	\$ 678.60
CLIFFSIDE BODY	CBC-LIGHT-03	BACK UP ALARM	\$ 100.00	10%	\$ 90.00
CLIFFSIDE BODY	CBC-LIGHT-06	4" LED SPOT LIGHT AT REAR OF BODY - WIRE TO SWITCH IN CAB	\$ 291.00	10%	\$ 261.90
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GA00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GA00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-12	WHELEN 5GA00FAR AMBER LED STROBES IN CAB SHIELD FRONT OR REAR CORNER POSTS (2)	\$ 463.00	10%	\$ 416.70
CLIFFSIDE BODY	CBC-LIGHT-24	RECESSED LED STOP/TURN/TAIL LIGHTS	\$ 400.00	10%	\$ 360.00
CLIFFSIDE BODY	CBC-TRACTOR-04	7 POLE TRAILER PLUG - ELECTRIC BRAKE CONTROL ADD CIRCUIT (6500 AND UP)	\$ 716.00	10%	\$ 644.40
CLIFFSIDE BODY	CBC-DUMP-02	STAINLESS STEEL STONE GUARDS	\$ 433.00	10%	\$ 389.70
CLIFFSIDE BODY	CBC-CHYD-01	BASIC SYSTEM FOR PLOW/DUMP/SPREADER, MEDIUM/HEAVY DUTY. 3 DOUBLE ACTING CABLE SECTIONS, 37 GALLON STEEL HYDRAULIC TANK, IN TANK FILTER, DUAL MANUAL SPREADER CONTROL VALVE, HOT SHIFT PTO AND GEAR PUMP	\$ 9,447.00	10%	\$ 8,502.30
CLIFFSIDE BODY	CBC-CHYD-04	CBC-CHYD-01 + STAINLESS STEEL VALVE TANK ENCLOSURE	\$ 1,706.00	10%	\$ 1,535.40
CLIFFSIDE BODY	CBC-CHYD-05	CBC-CHYD-01 + LOW HYDRAULIC OIL SHUT DOWN	\$ 1,056.00	10%	\$ 950.40
BOSS	Heavy Duty Straight Blade Plows	10'0" Heavy Duty Straight Plow	\$ 8,220.00	10%	\$ 7,398.00
BOSS	MSC176118	SNOW DEFLECTOR, 10', EXT	\$ 266.00	10%	\$ 239.40
BOSS	STB07537	CUTTINGEDGE, 10'LG 1/2TK 6WIDE	\$ 207.00	10%	\$ 186.30
SMITH	SSV-10	2000# (Weight) - 6.4 (Yard Capacity)	\$ 13,943.63	10%	\$ 12,549.27
			\$ -		
			\$ -		
<b>FREIGHT</b>					
GODWIN	433	10' x 26" x 36", 7 ga 201 SS dump body, AR450 floor, crossmemberless	\$ 500.00	0%	\$ 500.00
<b>LABOR</b>					
GODWIN	TOTAL	48 HOURS @ \$100.00/HOUR	\$ 4,800.00	0%	\$ 4,800.00
CLIFFSIDE BODY	TOTAL	39 HOURS @ \$100.00/HOUR	\$ 3,900.00	0%	\$ 3,900.00
BOSS	TOTAL	9 HOURS @ 100/HOUR	\$ 900.00	0%	\$ 900.00
SMITH	TOTAL	20 HOURS @ \$100/HOUR	\$ 2,000.00	0%	\$ 2,000.00
			\$ -		
<b>UNLISTED OPTIONS</b>					
			\$ -		
			TOTAL PRICE (LIST)		\$60,430.63
			TOTAL FREIGHT		\$500.00
			TOTAL LABOR		\$11,600.00
			TOTAL UNLISTED OPTIONS		\$0.00
			TOTAL DISCOUNTS		-\$6,532.06
			TOTAL INSTALLED PRICE		\$65,998.57

RECEIVED  
 JAN - 7 2019  
 By: JC PURCHASING

*[Handwritten signature]* 750

**Silendra Bajnauth**

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**From:** Brian Platt  
**Sent:** Monday, December 24, 2018 1:37 PM  
**To:** Martin Valenti; Allison Solowsky; John Minella  
**Cc:** Patrick Stamato; Hector Ortiz; Jeffrey Dublin; Silendra Bajnauth  
**Subject:** Re: Ford F-550 Approvals

Approved thank you.

---

**From:** Martin Valenti  
**Sent:** Monday, December 24, 2018 12:02:30 PM  
**To:** Allison Solowsky; John Minella; Brian Platt  
**Cc:** Patrick Stamato; Hector Ortiz; Jeffrey Dublin; Silendra Bajnauth  
**Subject:** Ford F-550 Approvals

Here is the quotes and the specifications for two Ford F550 dump trucks with plow and spreaders for your review and approval.

Thank You

Merry Christmas

Martin J. Valenti  
Director Of Automotive  
Jersey City Department Of Public Works  
13-15 Linden Ave East  
Jersey City N.J. 07305  
O: 201-547-4420  
M: 201-240-5292

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

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**

**COUNCIL 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, the City of Jersey City (City)** desires to participate in a cooperative pricing system for the purchase of good and services; 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 is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and**

**WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and**

**WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and**

**WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.**

**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 agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required:   
Not Required:

APPROVED 4-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
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

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MEMBERS OF THE NJ STATE APPROVED  
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS

Essex cont'd.		
Bloomfield Township of	Township of Millburn	Philip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
Gloucester		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
Hudson		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
Hunterdon		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Milford BOE
Bloomsbury BOE	High Bridge BOE	Milford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CLIFFSIDE BODY CORPORATION

**Trade Name:**

**Address:** 130 BROAD AVENUE  
FAIRVIEW, NJ 07022-1502

**Certificate Number:** 0099779

**Effective Date:** June 15, 1934

**Date of Issuance:** January 10, 2019

**For Office Use Only:**

20190110110631949

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Certification 9579  
**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-FEB-2013 to 15-FEB-2020

CLIFFSIDE BODY CORPORATION  
130 BROAD AVE, P.O. BOX 206  
FAIRVIEW  
NJ 07022



Andrew P. Sidamon-Eristoff  
State Treasurer

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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 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: ROBERT GREENWALD VP/SECRETARY  
Representative's Signature: [Signature]  
Name of Company: CLIFFSIDE BODY CORP.  
Tel. No.: 201-945-3970 Date: DECEMBER 31, 2018

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**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](http://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 GREENWALD VP/SECRETARY

Representative's Signature: 

Name of Company: CLIFFSIDE BODY CORP.

Tel. No. 201-945-3970

Date: DEC. 31, 2108

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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 : CLIFFSIDE H BODY CORP.  
Address : 130 BROAD AVE. FAIRVIEW, NJ 07022  
Telephone No. : 201-945-3970  
Contact Name : ROBERT GREENWALD VP/SECRETARY

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 CLIFFSIDE BODY CORP. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding DECEMBER 31, 2018 (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 CLIFFSIDE BODY 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: CLIFFSIDE BODY CORP.

Signed: *Robert Greenwald* Title: VP/SECRETARY

Print Name: ROBERT GREENWALD Date: DECEMBER 31, 2018

Subscribed and sworn before me  
this 3 day of JAN, 2019.  
My Commission expires:

Therese Simone Greenwald  
Notary Public New Jersey  
My Commission Expires  
August 17, 2020

*Therese Simone Greenwald*

*Robert Greenwald*  
(Affiant)  
ROBERT GREENWALD VP/SECRETARY  
(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**

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Riveta	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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
ROBERT GREENWALD	10 VINE ST. WALDWICK, NJ 07463
WARREN GREENWALD	56 KNOLLWOOD RD UPPER SADDLE RIVER, NJ 07458

**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: CLIFFSIDE BODY CORP.  
Signature of Affiant: [Signature] Title: VP / SECRETARY  
Printed Name of Affiant: ROBERT GREENWALD Date: DECEMBER 31, 2018

Subscribed and sworn before me this 3 day of JANUARY, 2019 Therese Simone Greenwald  
My Commission expires: Notary Public New Jersey  
My Commission Expires August 17, 2020

\_\_\_\_\_  
(Witnessed or attested by)

\_\_\_\_\_  
(Seal)



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

City Clerk File No. Res. 19-053

Agenda No. 10-Z-2

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VENIERO LOCK & SAFE COMPANY LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, locksmith supplies and repair services are needed for all City offices throughout the year; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Veniero Lock & Safe Company LLC, 809 Westside Avenue, Jersey City, New Jersey 007304 in the total amount of thirty eight thousand dollars (\$38,000.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Contractor attached hereto, to be most advantageous, price and other factors considered; 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 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Department of Public Works determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Contractor 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 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds are available for this contract in the Operating Account;

Account	PO #	Total Contract	Temp Encumbrance
01-201-26-291-211	132098	\$38,000.00	\$6,000.00

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

1. A contract award to Veniero Lock & Safe Company LLC in the amount of \$38,000.00 for locksmith supplies and repair services is authorized.
2. The term of the contract will be for a one year term commencing January 25, 2019 through December 31, 2019.
3. Upon certification by an official or employee of the City authorized to administer the contract, 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.; and

(Continue on page 2)

City Clerk File No. Res. 19-053

Agenda No. 10.7.2

TITLE: -

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VENIERO LOCK & SAFE COMPANY LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE**

- 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 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.
- 5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Temp Encumbrance</b>
01-201-26-291-211	132098	\$38,000.00	\$6,000.00

Approved by: Peter Folgado  
Peter Folgado, Director of Purchasing,  
OPA, RPPO

January 10, 2019  
Date

PF/pv  
1/10/19

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

*R.R.*  
1-11-19

APPROVED: \_\_\_\_\_  
Business Administrator

Cert

Not

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

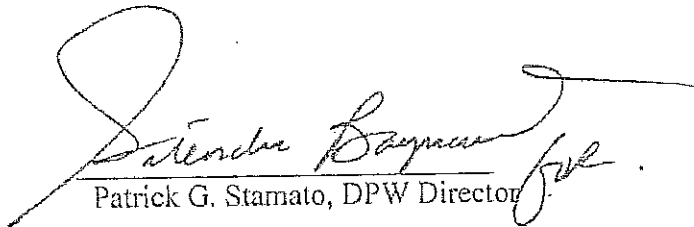
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for various locks and key replacement Citywide.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Veniero Lock and Safe.
5. The cost 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 following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

01/10/19  
Date

  
Patrick G. Stamato, DPW Director

**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 VENIERO LOCK & SAFE LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE

**Project Manager**

Department/Division	DPW	Buildings and Street
Name/Title	Doug Carlucci	Director
Phone/email	201-547-4432	dcarlucci@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 provide various locks, key replacement citywide.
- ✚ Includes the Annex facility.
- ✚ Local Jersey City vendor.
- ✚ DPW spent about \$36,000.00 in 2018.

**Cost (Identify all sources and amounts)**

01-201-26-291-211 (Buildings Operating)  
Total Contract amount=\$38,000.00  
Temporary Encumbrance =\$6,000.00

**Contract term (include all proposed renewals)**

01/25/19 to 12/31/19.

**Type of award**

Non-Fair and Open

If "Other Exception", enter type

**Additional Information**

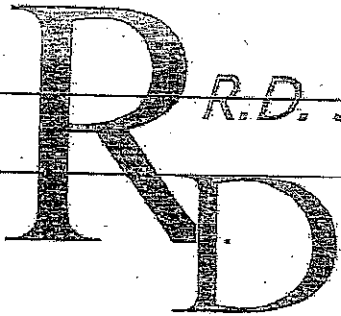
I certify that all the facts presented herein are accurate.

*Dimitrios Laganas*  
Signature of Department Director

01/10/19  
Date

*W. M. J. ...*  
Signature of Purchasing Director

1/10/19  
Date



**R.D. SALES Door and Hardware, LLC.**

220 WEST PARKWAY UNIT #3  
POMPTON PLAINS N.J. 07444

Tel: 973-248-1222 Fax 973-248-1220

[www.rdsalesllc.com](http://www.rdsalesllc.com) [Sales@RDSalesllc.com](mailto:Sales@RDSalesllc.com)

Bergen County Bid Proposal 18-58.1  
Price Information sheets 9/17/18.

Current Catalogs:

Von Duprin 25%

Schiage 25%

LCN 25%

Sargent 25%

Corbin 25%

Norton 25%

Ives 25%

Kaba Simplex 25%

Kwickset 25%

Hagar 25%

Select Hinges 25%

PDQ 25%

*Jon Kline 9/17/18*

Jon Kline  
Managing Member

CATALOG BID: LOCKS, SUPPLIES, EQUIPMENT AND SERVICES

HOURLY PRICING SHEET

ITEM #	<u>WORK HOUR CATEGORY</u>	<u>HOURLY PRICING</u>
1.	LOCKSMITH SERVICES PER HOUR, DURING FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, 8:00 AM - 5:00 PM MONDAY - FRIDAY	\$ 90.00
2.	LOCKSMITH SERVICES PER HOUR, BEFORE OR AFTER FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, MONDAY - FRIDAY AND ALL HOURS SATURDAY	\$ 150.00
3.	LOCKSMITH SERVICES PER HOUR - ALL HOURS SUNDAYS AND HOLIDAYS	\$ 150.00

NOTE: PROPOSALS SHOWING ANY ERASURE ALTERATIONS MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

COMPANY NAME RD Sales Dist and Hardware, LLC

AUTHORIZED SIGNATURE Jon Klise DATE 9/17/18

I DECLARE THAT I HAVE READ AND AGREE WITH THE PRICING SUBMITTED ON THE PRICE SHEET(S) CONTAINED IN THE BID PACKAGE JAK (INITIAL).

**LOCKS, SUPPLIES, & EQUIPMENT, ELECTRONIC/MECHANICAL**

(REQUIREMENTS FOR A 24 MONTH PERIOD)

USING AGENCIES: All County of Bergen Using Agencies shall be permitted to utilize this contract on an as needed basis, including CO-OP Participants.

THE COUNTY OF BERGEN DOES NOT GUARANTEE ANY DOLLAR AMOUNT OR QUANTITY TO THE AWARDED VENDOR(S), AND SHALL RESERVE THE RIGHT TO MAKE PURCHASES ON AN AS NEEDED BASIS.

BIDDER MUST SUBMIT TWO (2) COPIES OF CURRENT CATALOG(S) WITH THEIR SUBMITTAL.

**VENDOR INFORMATION:**

Bidder's Name: R.D. SALES DOOR AND HARDWARE LLC

Address: 220 WEST PARKWAY UNIT #3, POMPTON PLAINS, NJ 07444

Telephone Number: (973) 248-1222

Fax Number: (973) 248-1220

E-Mail Address: SALES@RDSALESLLC.COM

**ORDERING INFORMATION:**

Vendor Contact Person: JON KLINE

(Person to whom orders are to be placed)

Telephone Number: (973) 248-1222

Fax Number: (973) 248-1220

E-Mail Address: SALES@RDSALESLLC.COM

BID #18-58.1

CATALOG BID: LOCKS, SUPPLIES, EQUIPMENT AND SERVICES  
HOURLY PRICING SHEET

ITEM #	<u>WORK HOUR CATEGORY</u>	<u>HOURLY PRICING</u>
1.	LOCKSMITH SERVICES PER HOUR, DURING FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, 8:00 AM - 5:00 PM MONDAY - FRIDAY	85 \$
2.	LOCKSMITH SERVICES PER HOUR, BEFORE OR AFTER FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, MONDAY - FRIDAY AND ALL HOURS SATURDAY	115 \$
3.	LOCKSMITH SERVICES PER HOUR - ALL HOURS SUNDAYS AND HOLIDAYS	140 \$

NOTE: PROPOSALS SHOWING ANY ERASURE ALTERATIONS MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

COMPANY NAME Main Lock Inc

AUTHORIZED SIGNATURE [Signature] DATE 9/11/18

I DECLARE THAT I HAVE READ AND AGREE WITH THE PRICING SUBMITTED ON THE PRICE SHEET(S) CONTAINED IN THE BID PACKAGE M.L. (INITIAL).



VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Main Lock Inc

Correspondence Address (including zip code):

Main Lock Inc  
762 Main Street  
Hackensack NJ 07601

Purchase Order Address (including zip code):

Main Lock Inc  
762 Main Street  
Hackensack NJ 07601

Payment Address (including zip code):

Main Lock Inc  
762 Main Street  
Hackensack NJ 07601

Telephone Number (including area code): (201) 342 8530

Email Address: mainlockshop@aol.com

Fax Number (including area code): (201) 342 8618

Employer I.D. # or S.S. #:

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VENIERO LOCK & SAFE COMPANY LLC

**Trade Name:**

**Address:** 809 WESTSIDE AVENUE  
JERSEY CITY, NJ 07306-6601

**Certificate Number:** 1300354

**Effective Date:** February 06, 2007

**Date of Issuance:** January 10, 2019

**For Office Use Only:**

20190110110710896

**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](http://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): Paul Veniero OWNER

Representative's Signature: Paul Veniero

Name of Company: Veniero Lock + Safe CO LLC

Tel. No.: 201-332-8943 Date: 10/3/18

**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 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: Paul Veniero  
Representative's Signature: *Paul Veniero*  
Name of Company: Veniero Lock + Safe Co LLC  
Tel No.: 201-378-8943 Date: 11/5/18

**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: Veniero Lock + Safe Co LLC  
Address: 809 West Side Ave  
Telephone No.: 201-332-8943  
Contact Name: PAUL Veniero

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**

**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 : VENICAO LOCK & SAA CO LLC  
Address : 809 WEST SIDE AVE  
Telephone No. : 201-330-8943  
Contact Name : PAUL VENICAO

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.

**OFFICE OF EQUAL OPPORTUNITY 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 Veniero Lock & SAR Co LLC (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 Veniero Lock & SAR Co LLC (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: Veniero Lock & SAR Co LLC

Signed Paul Veniero Title: owner

Print Name Paul Veniero Date: 11/5/18

Subscribed and sworn before me  
this 5<sup>th</sup> day of Nov, 2018.  
My Commission expires:

ASSIA WILSON  
NOTARY PUBLIC OF NEW JERSEY  
Comm # 50072816  
(Print name & title of affiant) (Corporate Seal)  
Commission Expires 11/5/2022  
Assia Wilson  
11/5/2018

\*\*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).

Steven Fulop for Mayor 2017	Mira Prinz-Arcy for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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: Venice's Book & Sale Co LLC  
 Signature of Affiant: Paul Venicco Title: Owner  
 Printed Name of Affiant: Paul Venicco Date: 11/5/18

Subscribed and sworn before me this 5<sup>th</sup> day of November, 2018  
 My Commission expires: \_\_\_\_\_

(Witnessed by)  
**ASSIA WILSON**  
 NOTARY PUBLIC OF NEW JERSEY  
 Comm. # 80072816  
 My Commission Expires 11/5/2022

*Assia Wilson*  
 11/5/2018





**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
ANNUAL REPORT CERTIFICATE**

**VENIERO LOCK & SAFE COMPANY LLC  
0600287543**

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for VENIERO LOCK & SAFE COMPANY LLC was submitted on 01/09/2018 for the year: 2017

**Registered Agent and Office**

SALVATORE J. VENIERO  
809 WESTSIDE AVENUE  
JERSEY CITY, NJ 07306

**Main Business Address**

809 WESTSIDE AVENUE  
JERSEY CITY, NJ 07306

**Officers and Directors**

MANAGING MEMBER  
SALVATORE L VENIERO  
388 PAGE AVENUE  
LYNDHURST, NJ 07071



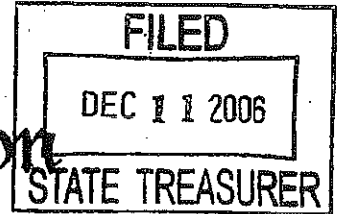
IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
9th day of January, 2018

*Ford M. Scudder*

Ford M. Scudder  
State Treasurer

Certificate Number: 2306949927  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingsCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingsCert/JSP/Verify_Cert.jsp)

**Certificate of Formation**  
**Limited Liability Company**



for

**VENIERO LOCK & SAFE COMPANY LLC**

**T**HIS IS TO CERTIFY THAT there is hereby organized a Limited Liability Company under and by virtue of the New Jersey Limited Liability Company Act (N.J.S.A. 42: 2B-1 et seq.).

**FIRST:** The name of the Limited Liability Company is Veniero Lock & Safe Company LLC.

**SECOND:** The purpose for which this Limited Liability Company is organized is to engage in any activity within the purposes for which Limited Liability Companies may be formed pursuant to the New Jersey Limited Liability Company Act.

**THIRD:** The name and address of the registered agent is Salvatore L. Veniero, 809 Westside Avenue, Jersey City, New Jersey, 07306.

**FOURTH:** The Limited Liability Company shall have at least one member.

**FIFTH:** The duration of the Limited Liability Company is perpetual.

In Witness Whereof, the undersigned has been authorized to sign this Certificate of Formation this 30<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
JOSEPH V. DACCHILLE, ESQUIRE

Wildstein, Wildstein & Dacchille, P.A.  
17 Academy Street  
Newark, New Jersey, 07102

0600287543

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

**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 FORM COULD LEAD TO SUBMIT THE REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CONTRACT. DO NOT SUBMIT TO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.us/purchase/contracts/compliance/aa302.pdf>

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: \_\_\_\_\_

2. TYPE OF BUSINESS:  1. MFG.  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **NONE**

4. COMPANY NAME: **VENIERO LOCK + SAFE CO LLe**

5. STREET: **809 WESTSIDE** COUNTY: **Jersey** STATE: **NJ** ZIP CODE: **07306**

6. NAME OF PAIANT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): **NONE** CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE: IS THIS COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: \_\_\_\_\_

10. PUBLIC AGENCY AWARDED CONTRACT: **S.C. Public Works** CITY: **Jersey** COUNTY: **Hudson** STATE: **N.J.** ZIP CODE: **07302**

Official Use Only: DATE RECEIVED: \_\_\_\_\_ NAME DATE: \_\_\_\_\_ 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 column 1, 2, 3, DO NOT SUBMIT UNED 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														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous Report (if any)														
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?  
 1. Visual Survey  2. Employment Record  Other (Specify): \_\_\_\_\_

13. IS THIS THE FIRST Employee Information Report Submitted?  YES  NO

14. DATE OF PAYROLL PERIOD USED: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

15. IF NO, DATE LAST REPORT SUBMITTED: MO., DAY, YEAR: \_\_\_\_\_

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: MO. DAY YEAR: \_\_\_\_\_

17. ADDRESS NO. & STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE (AREA CODE NO. & EXTENSION): \_\_\_\_\_

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

City Clerk File No. Res. 19-054  
Agenda No. 10.Z.3  
Approved: JAN 24 2019



TITLE:

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON FEBRUARY 1, 2019 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of \$999,044.00 to **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, Resolution No. 16.711, approved on October 26, 2016, exercised the first of two renewal options for a total contract amount of \$1,046,242.26; and

**WHEREAS**, Resolution No. 17.842, approved on October 25, 2017, exercised the final renewal option for a total contract amount of \$1,070,259.71; and

**WHEREAS**, Resolution No. 18-948, approved on October 24, 2018 was for a month to month extension not to exceed three months while the City prepared the bid specifications; and

**WHEREAS**, it is necessary to extend the janitorial services contract on a month to month basis not to exceed three (3) months effective February 1, 2019 while the City continues to update and revise the bid specifications; and

**WHEREAS**, the total cost of the contract extension shall not exceed the sum of \$300,000.00; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

**WHEREAS**, funds for \$100,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-314.

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

1. The extension of a contract with Temco Building Maintenance for providing janitorial services at various buildings throughout the City on a month-to-month basis not to exceed three (3) months effective February 1, 2019 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$300,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget.

(Continued on Page 2)

City Clerk File No. Res. 19-054

Agenda No. 10.Z.3

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON FEBRUARY 1, 2019 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES 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. 19-01-201-26-291-314** for payment of the above resolution.

Requisition # 0186866

Purchase Order # 132175

January 9, 2019

APPROVED: Patrick G. Stamato  
Patrick G. Stamato, PPW Director

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required   
Not Required   
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON FEBRUARY 1, 2019 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432 201-390-2541	dcarlucci@icnj.org

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

- ✦ To provide janitorial services, floor care and blood cleanup citywide.
- ✦ For over twenty (20) locations.
- ✦ This is a contract extension until the bid is revised and advertised which is schedule to happen soon.

**Cost (Identify all sources and amounts)**

01-201-26-291-314 (Buildings Operating)  
Total Extension amount =\$300,000.00  
Temporary Encumbrancy =\$100,000.00

**Contract term (include all proposed renewals)**

02/01/19 to 04/30/19

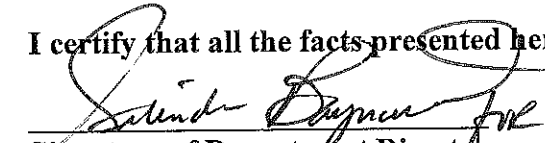
**Type of award**

Contract Extension

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

01/10/19.  
Date

Signature of Purchasing Director

Date

**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](http://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): James H. Van Kirk/Contracts Manager

Representative's Signature: \_\_\_\_\_

Name of Company: Temco Service Industries, Inc. dba ATALIAN Global Services

Tel. No.: 212-251-7882

Date: October 12, 2018



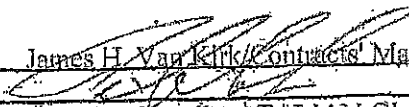
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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 services 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): James H. Van Kirk/Contractor's Manager  
Representative's Signature:   
Name of Company: Ternco Service Industries, Inc. dba ATALIAN Global Services  
Tel. No.: 212-251-7882 Date: October 12, 2018

**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 : Temco Service Industries, Inc. dba ATALIAN Global Services  
Address : One Madison Street, Building D, East Rutherford, NJ 07073  
Telephone No. : 212-251-7882  
Contact Name : James H. Van Kirk

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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance G-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: Temco Service Industries, Inc. dba ATALIAN Global Services

Address: One Madison Street, Building D, East Rutherford, NJ 07073

Telephone No. : 212-251-7882

Contact Name: James H. Van Kirk

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.

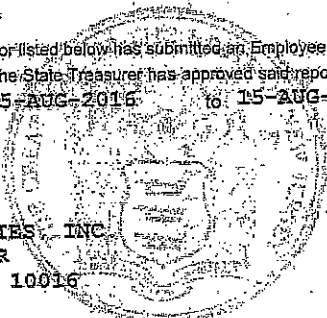
**DIVISION OF PURCHASING COPY**

Certification: 40383

### 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-AUG-2016~~ to ~~15-AUG-2019~~



NEMCO SERVICE INDUSTRIES, INC  
417 5TH AVE. 9TH FLOOR  
NEW YORK NY 10016



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
TEMCO-BUILDING MAINTENANCE INC.

TRADE NAME:

ADDRESS:  
417 5TH AVE  
NEW YORK NY 10018-5802  
EFFECTIVE DATE:

SEQUENCE NUMBER:

0401318

ISSUANCE DATE:

12/11/13

01/16/63

*John J. P.*  
Director  
New Jersey Division of Revenue

FORM BRC

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

154-801-2888/401



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TEMCO BUILDING MAINTENANCE INC.

**Trade Name:**

**Address:** 417 5TH AVE  
NEW YORK, NY 10016-2204

**Certificate Number:** 0401318

**Effective Date:** January 16, 1963

**Date of Issuance:** October 10, 2018

**For Office Use Only:**

20181010090059321

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

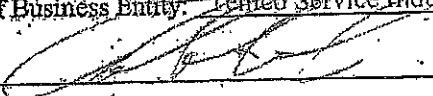
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Teneco Service Industries, Inc. dba ATALIAN Global Services (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** October 12, 2018 (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 Teneco Service Industries, Inc. dba ATALIAN Global Services (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.

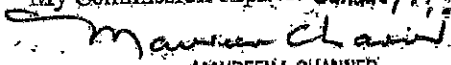
Name of Business Entity: Teneco Service Industries, Inc. dba ATALIAN Global Services

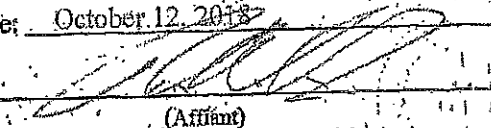
Signed:  Title: Contracts Manager

Print Name: James H. Van Kirk Date: October 12, 2018

Subscribed and sworn before me  
this 12 day of October, 2018.

My Commission expires: January 17, 2021

  
MAUREEN I. CHANNER  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01CH6359150  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES JANUARY 17, 2021

  
(Affiant)  
James H. Van Kirk, Contracts Manager  
(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**

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arcy for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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
ATALIAN Global Services, Inc.	417 Fifth Avenue, 9th Floor, New York, NY 10016

**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: Tempo Service Industries, Inc. dba ATALIAN Global Services

Signature of Affiant: [Signature] Title: Contracts Manager

Printed Name of Affiant: James H. Van Kirk Date: October 12, 2018

Subscribed and sworn before me this 12 day of October, 2018

[Signature]  
(Witnessed or attested by)

My Commission expires: January 17, 2021

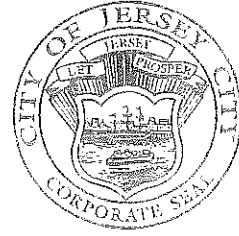
(Seal)  
**MAUREEN I. CHANNER**  
 NOTARY PUBLIC - STATE OF NEW YORK  
 NO. 01CH8353150  
 QUALIFIED IN QUEENS COUNTY  
 COMMISSION EXPIRES JANUARY 17, 2021





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

City Clerk File No. Res. 19-055  
Agenda No. 10-Z-4  
Approved: JAN 24 2019  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED 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. 17-046, approved on January 25, 2017, awarded a one-year contract in the amount of \$253,789.74 to **Garden State Building Supply Company** for lumber and assorted 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 options to renew the contract for up to 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**, Resolution No. 18-145, approved on February 14, 2018, exercised the first option to renew for a total contract amount of \$253,789.74; 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 **January 26, 2019 and ending on January 25, 2020**; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, the total cost of the contract renewal is **\$253,789.74**; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in the **Division of Buildings Maintenance Operating Account No. 19-01-201-26-291-211**; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2019 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

**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 **Garden State Building Supply Company** for lumber and assorted 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 January 26, 2019, and the total cost of the contract shall not exceed **\$253,789.74**;
- 3) 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)

Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 19-055  
 Agenda No. 10.Z.4  
 TITLE: JAN 24 2019

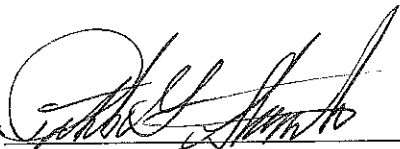
**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

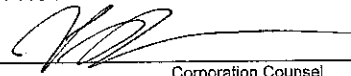
I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-211 for payment of the above resolution.

Requisition # 0186738

Purchase Order # 132046

January 4, 2019

APPROVED:   
 Patrick G. Stamato, DPW Director  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  RR  
1-11-19  
 Corporation Counsel

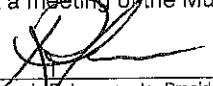
Certification Required   
 Not Required

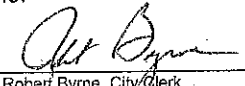
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1 24 19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 - 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 GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432 201-390-2541	<a href="mailto:DCarlucci@icnj.org">DCarlucci@icnj.org</a>

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 lumber and assorted materials.
- ✦ Seventy two (72) items see attached list.
- ✦ Includes plywood, pressured treated lumber, dry wall screws, nails, sandpaper, etc.
- ✦ Open end contract.
- ✦ DPW spent about \$150,000.00 in the previous contract.

**Cost (Identify all sources and amounts)**

01-201-26-291-211 (Buildings Operating)  
Total Renewal Amount =\$253,789.74  
Temporary Amount =\$20,000.00

**Contract term (include all proposed renewals)**

01/26/19 to 01/25/20  
This is the final option to renew.

**Type of award**

Contract Renewal – Public Bid

If "Other Exception", enter type  
**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

BID SPECIFICATIONS FOR LUMBER AND ASSORTED MATERIALS

## BID PROPOSAL/DOCUMENTS

LUMBER AND ASSORTED MATERIALS  
DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below.  
Vendor will bid on the maximum quantities.

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
1	0-500 ea.	Sheets of 4' X 8' X 3/4" Plywood, (Good One Side), AC Fir, Agency Certified	39.75	19,875.00
2	0-500 ea.	Sheets of 4' X 8' X 3/4" Plywood, (Good One Side), AC Fir, Agency Certified	34.37	17,185.00
3	0-300 ea.	Sheets of 4' X 8' X 3/8" Plywood, (Good One Side), AC Fir, Agency Certified	33.60	10,080.00
4	0-300 ea.	Sheets of 4' X 8' X 1/2" Plywood, (Good One Side), AC Fir, Agency Certified	25.95	7,785.00
5	0-200 ea.	Sheets of 4' X 8' X 1/8" Plywood, (Good One Side), AC Fir, Agency Certified	9.99	1,998.00
6	0-500 ea.	Pieces of 2" X 6" X 16' Fir, Grade # A	9.55	4,775.00
7	0-500 ea.	Pieces of 2" X 12" X 16' Fir, Grade # A	22.82	11,410.00
8	0-300 ea.	Pieces of 2" X 12" X 16' - Pressured Treated Lumber	23.64	7,092.00
9	0-350 ea.	Pieces of 2" X 4" X 16' - Pressured Treated Lumber	7.75	2,712.50
10	0-1,000 ea.	Sheets of 4' X 8' X 3/4" Plyscore	23.19	23,190.00
11	0-300 ea.	Pieces of 1" X 12" X 16' - Finger Joint Pine, Grade # A	39.56	11,868.00
12	0-300 ea.	Pieces of 5/4" X 12" X 16' - Finger Joint Pine, Grade # A	49.45	14,835.00

GARDEN  
STATE  
BUILDING  
SUPPLY

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
13	0-400 ea.	Pieces of 1" X 4" X 16" - Finger Joint Pine, Grade # A	9.07	3948.00
14	0-300 ea.	Pieces of 4" X 8" X 1/2" - Sheetrock	9.57	2871.00
15	0-100 ea.	Pieces of 4" X 8" X 1/2" - Sheetrock	9.57	957.00
16	0-200 ea.	Pieces of 1" X 6" X 16" - Finger Joint Pine, Grade # A	15.41	3082.00
17	0-50 ea.	Sheets of 4" X 8" X 1/2" - Tempered Masonite	10.27	513.50
18	0-50 ea.	Sheets of 4" X 8" X 1/8" - Tempered Masonite	6.98	349.00
19	0-20 ea.	Boxes of 1 1/2" Drywall Screws, 50 pounds per box	39.20	784.00
20	0-20 ea.	Boxes of 1 1/2" Drywall Screws, 50 pounds per box	33.95	679.00
21	0-20 ea.	Boxes of 2" Drywall Screws, 50 pounds per box	35.40	708.00
22	0-20 ea.	Boxes of 2 1/2" Drywall Screws, 50 pounds per box	34.56	691.20
23	0-20 ea.	Boxes of 3" Drywall Screws, 50 pounds per box	30.79	615.80
24	0-30 ea.	Boxes of 1 5/8" Drywall Screws, 50 pounds per box	33.95	1018.50
25	0-30 ea.	Parker Door Checks, Universal, Two-Valve, Aluminum Finish, for Right & Left Hand Doors, Model #954-AL or (Approved Equal)	48.50	1455.00
26	0-100 sets	4" x 4" Hoor Hinges, Brand: National, Full Mortise, One pair with Seraws, non-rising pin, satin brass finish, Model #512-143-040 or (Approved Equal)	3.21	321.00
27	0-50 ea.	3 1/2" X 3 1/2" Door Hinges, Brand: Stanley, Steel Satin Brass Plated, Model #08-2100 or (Approved Equal)	2.27	113.50

GARDEN  
STATE  
BUILDING  
SUPPLY

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
28	0 - 50 ea.	Parker Entry Locks, Stainless Steel 2 1/4" Backset, Schlage "C" Keyway, Model #ULB9160A-32KD or (Approved Equal)	32.50	1625.00
29	0 - 100 ea.	Parker Dead Bolt Locks, Stainless Steel, 2 1/4" Backset, Schlage "C" Keyway, Model #92160 SSKD or (Approved Equal)	23.85	2385.00
30	0 - 20 ea.	Parker Restroom Locks, Stainless Steel, 2 1/4" Backset, Schlage "C" Keyway, Ball Knob Privacy Set, Model #B9160D 32 or (Approved Equal)	28.55	571.00
31	0 - 20 ea.	Parker Storage Locks, Stainless Steel, 2 1/4" Backset, Schlage "C" Keyway, Ball Knob Storeroom Set, Model #B9160D 32 or (Approved Equal)	32.50	650.00
32	0 - 100 boxes	Cross Tees, Donn DXL216, Flat White 050, 2" X 1", 75 pct. Per box, Model #293296	65.55	6555.00
33	0 - 500 cases	2' X 4' X 5/8" nom. Ceiling Tile, 10 tiles per box, Model #942B Textured	64.98	32,490.00
34	0 - 100 boxes	Fawn Beige Ceramic Tile, 4" X 4" 10 square feet per box, Model #U788-44	12.45	1245.00
35	0 - 40 boxes	Fawn Beige Bullnose Tile, 2" X 6", 60 Linear feet per box, Model # U788-44	53.00	2120.00
36	0 - 50 boxes	Beige Ceramic Floor Tile, 2" X 2", 24 square feet per box, Model #A-602	82.50	4125.00
37	0 - 20 ea.	Five Gallon Cans of Adhesive For Ceramic Tile	38.86	777.20
38	0 - 20 boxes	16 Penny Common Nails, (50 lbs. per box)	37.90	758.00
39	0 - 20 boxes	10 Penny Common Nails, (50 lbs. per box)	37.90	758.00
40	0 - 10 boxes	6 Penny Common Nails, (50 lbs. per box)	37.90	379.00
41	0 - 20 boxes	#6 Coated Box Nails, (50 lbs. per box)	69.55	1391.00
42	0 - 40 ea.	Solid Core Birch Doors, 36" X 80"	85.00	3400.00
43	0 - 40 ea.	Solid Core Birch Doors, 32" X 80"	85.00	3400.00

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
44	0 - 10 cases	G.E. Clear Silicone Caulking, Twelve tubes per case, 10.1 ounce Tubes, Model # GES000 or (Approved Equal)	42.50	425.00
45	0 - 50 ea.	Sheets of Formica, (Walnut)	66.98	3349.00
46	0 - 24 ea.	One Gallon Cans of Formica Glue, (Flammable)	24.80	595.20
47	0 - 24 ea.	One Gallon Jugs of All Carpenters' Wood Glue	23.50	564.00
48	0 - 50 ea.	Sheets of 4' X 8' X 1/8" Clear Plexi glass	90.85	4542.50
49	0 - 50 ea.	Sheets 4' X 8' X 3/16" Clear Plexi glass	79.87	3993.50
50	0 - 50 ea.	Sheets of 4' X 8' X 1/8" Clear Plexi glass	49.15	2457.50
51	0 - 200 boxes	12" X 12" X 1/4" Floor Tile, Beige, (45 Square feet per box)	46.00	9200.00
52	0 - 200 boxes	12" X 12" X 1/4" Floor Tile, Gray, (45 Square feet per box)	46.00	9200.00
53	0 - 50 ea.	3 1/2 Gallons Cans of tile Glue	79.78	1989.00
54	0 - 20 roll	Stone Tire Wire, #18 Gauge	2.95	59.00
55	0 - 50 ea.	Parker Passage Locks, 2 1/2" Backset, Schlage "C" Keyway, Ball Knob Passage Set, Model #B916ONS2 or (Approved Equal)	27.85	1392.50
56	0 - 4 cases	60 Grit Sandpaper	6.50	26.00
57	0 - 4 cases	80 Grit Sandpaper	6.50	26.00
58	0 - 4 cases	60 Grit Sanding Belts, 3" X 24"	14.38	57.52
59	0 - 4 cases	80 Grit Sanding Belts, 3" X 24"	14.38	57.52
60	0 - 1 cases	60 Grits 12" Sanding Disks	38.50	38.50
61	0 - 1 cases	80 Grits 12" Sanding Disks	34.50	34.50
62	0 - 2 cases	Medium Sandpaper Sheets	46.95	93.90
63	0 - 2 cases	Fine Sandpaper Sheets	18.95	37.90
64	0 - 2 cases	3 Penny Finished Nails, 50lbs. per case	69.80	139.60

GARDEN  
STATE  
BUILDING  
SUPPLY



ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
65	0 - 2 cases	4 Penny Finished Nails, 50 lbs. per case	60.00	120.00
66	0 - 2 cases	6 Penny Finished Nails, 50 lbs. per case	60.00	120.00
67	0 - 2 cases	10 Penny Finished Nails, 50 lbs. per case	60.00	120.00
68	0 - 1 cases	1" Brand Nails	4.95	4.95
69	0 - 1 cases	3/4" Brads Nails	4.95	4.95
70	0 - 200 pcs.	2" X 4" X 10" Metal Studs	3.40	680.00
71	0 - 200 pcs.	2" X 4" X 8" Metal Studs	2.95	590.00
72	0 - 100 pcs.	2" X 4" X 10" Metal Tracks	3.30	330.00

Note: This contract will be awarded as an open-end contract. The minimum and maximum 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 term until the maximum quantity is reached. The term of the contract is one year.

**GRAND TOTAL PRICE ITEMS 1 THROUGH 72**

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 72. The supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

Two Hundred Fifty-three thousand Seven Hundred 253,789.74  
 (In Writing) Eighty Nine Thousand & Seventy Nine CENTS (In Figures)

The contract will be awarded based on the grand total amount for items 1 through 72. If the grand total price is found to have been incorrectly computed, change 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 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 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 Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**GARDEN  
STATE  
BUILDING  
SUPPLY**

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

City Clerk File No. Res. 18-145

Agenda No. 10.7.34

Approved: FEB 14 2018

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-046, approved on January 25, 2017, awarded a one-year contract in the amount of \$253,789.74 to Garden State Building Supply Company for lumber and assorted 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 options to renew the contract for up to 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, 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 January 26, 2018 and ending on January 25, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$253,789.74; and

WHEREAS, funds in the amount of \$20,000.00 are available in the Division of Buildings Maintenance Operating Account No. 18-01-201-26-291-211; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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 Garden State Building Supply Company for lumber and assorted 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 January 26, 2018, and the total cost of the contract shall not exceed \$253,789.74;
- 3) 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)

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-145  
Agenda No. 10.2.34 FEB 14 2018

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED 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. 18-01-201-26-291-211 for payment of the above resolution.

Requisition # 0182302

Purchase Order # 127935

January 24, 2018

APPROVED: [Signature]  
Patrick G. Slomata DPW Director  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]  
Corporation Counsel  
Certification Required   
Not Required  APPROVED 9-0

R.R.  
1/24/18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]  
Randy R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-046

Agenda No. 10.P

Approved: JAN 25 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **COUNCIL**

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on December 20, 2016 for Lumber and Assorted Materials for the Department of Public Works/Division of Buildings & Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for Seventy Two (72) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the Purchasing Agent certified that he considers the bid of \$253,789.74 submitted by Garden State Building Supply Company to be fair and reasonable; and

WHEREAS, the sum of Two Hundred Fifty Three Thousand, Seven Hundred Eighty Nine (\$253,789.74) Dollars and Seventy Four cents, will be budgeted for in the 2017 budget; and

WHEREAS, the sum of Twenty Thousand \$20,000.00 is available in Operating Account No. 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 execute an agreement with Garden State Building Supply Company for the Department of Public Works/Division of Buildings and Street Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for Seventy Two (72) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
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

(continued on Page 2)

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 17-046  
Agenda No. 10.P JAN 25 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

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.

Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Buildings and Street Maintenance			
Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-211	123594		\$20,000.00
		<b>TOTAL CONTRACT</b>	<b>\$253,789.74</b>

Approved by Peter Folgado 1/13/17  
Peter Folgado, Director of Purchasing  
PW  
1/13/17

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
APPROVED: \_\_\_\_\_ Business Administrator Corporation Counsel  
Certification Required   
Not Required  APPROVED 8-0

A.R.  
1-16-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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] [Signature]  
Rafaelo R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

GARDEN  
STATE  
BUILDING  
SUPPLY

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

**Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan  
Spvg. Adm. Analyst, Public Agency Compliance Officer  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547- 4538  
E-mail Address: abuanJ@jcnj.org

(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.

**GARDEN  
STATE  
BUILDING  
SUPPLY**

**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](http://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):

*John Ruggiero V. President*

Representative's Signature:

*John Ruggiero*

Name of Company:

*Garden State Building Supply*

Tel. No.: *908-486-9110*

Date: *12/28/10*

**GARDEN  
STATE  
BUILDING  
SUPPLY**



**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 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: John Purgace V. President  
Representative's Signature: [Signature]  
Name of Company: Ben-Jay SLP Supply  
Tel. No.: 908-406-9118 Date: 12/28/10



**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 :           Garden State Building Supply            
Address :           2420 Jabonowitz Ave Linden, NJ 07036            
Telephone No. :           908-486-9110            
Contact Name :           John Regano          

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**GARDEN  
STATE  
BUILDING  
SUPPLY**

**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: Garden State Building Supply  
Address: 2420 Vabernante Ave Linden NJ 07036  
Telephone No.: 908-486-9110  
Contact Name: John Ruggiero

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

GARDEN  
STATE  
BUILDING  
SUPPLY

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:

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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 DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

GARDEN  
 STATE  
 BUILDING  
 SUPPLY

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_

NAME OF FACILITY: Garden State Building Supply  
2420 Urbanowicz Ave. Linden NJ 07036  
 Street City State Zip Code

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE DATE SUBMITTED  
 LAST FIRST MI

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

\*\*\*\*\*

07/28/16

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)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

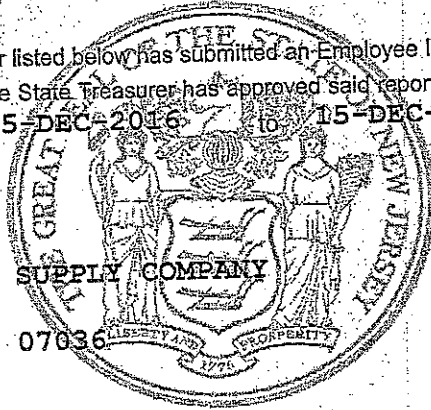
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: GARDEN STATE BUILDING SUPPLY CORPORATION	TRADE NAME:	
ADDRESS: 2420 URBANOWITZ AVENUE LINDEN NJ 07036	SEQUENCE NUMBER: 2061422	
EFFECTIVE DATE: 07/28/16	ISSUANCE DATE: 07/28/16	
		 Director New Jersey Division of Revenue
FORM BRC This Certificate is not assignable or transferable. It must be conspicuously displayed at above address.		

Certification 56866

**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-DEC-2016~~ to ~~15-DEC-2023~~

GARDEN STATE BUILDING SUPPLY COMPANY  
2420 URBANOWITZ AVE.  
LINDEN NJ 07036



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

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 \$15.00 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/purchase/contract-compliance/aa302aa302a.pdf>

### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. AGRIC. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>10</b>
4. COMPANY NAME <b>Garden State Building Supply</b>		
5. STREET <b>2420 DE BRADWITZ</b>	CITY <b>Linden</b>	STATE <b>NJ</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. BUREAU AGENCY AWARDED CONTRACT		
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 (Col. 2 + 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (Many 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 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?	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: TO:	1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE NO. EXTENSION)

GARDEN  
STATE  
BUILDING  
SUPPLY

**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 Garden State Building Supply (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 Garden State Building Supply (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: Garden State Building Supply  
Signed: [Signature] Title: V. President  
Print Name: John Ruggiero Date: 12/28/10

Subscribed and sworn before me  
this 28 day of Dec, 2010.  
My Commission expires:

[Signature]  
(Affiant)  
John Ruggiero President  
(Print name & title of affiant) (Corporate Seal)

**YESENIA VALLE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 27, 2021**

\*\*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.

**GARDEN  
STATE  
BUILDING  
SUPPLY**



**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**

**GARDEN  
 STATE  
 BUILDING  
 SUPPLY**

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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.

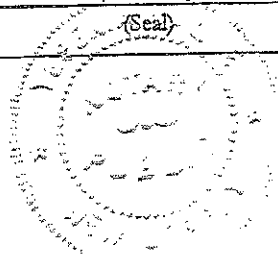
Name of Business Entity: Garden State Building Supply  
 Signature of Affiant: [Signature] Title: V. President  
 Printed Name of Affiant: John Ruggiero Date: 12/28/18

Subscribed and sworn before me this 28 day of December, 2018

[Signature]  
 (Witnessed or attested by)

My Commission expires:

**YESENIA VALLE**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES JULY 27, 2021





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

City Clerk File No. Res. 19-056

Agenda No. 10.Z.5

Approved: JAN 24 2019

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RENEWING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD, LLC

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

**WHEREAS**, the City of Jersey City ("City") required the services of a physician to provide services in connection with the City Clinic under the auspices of the Department of Health and Human Services ("Department"); and

**WHEREAS**, Resolution 18-327, approved on March 28, 2018, awarded a one year contract to Dr. Orlando Gonzalez of Life\*MOD LLC to provide medical services in connection with the City Clinic effective January 1, 2018 through December 31, 2018; and

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of professional services contract to one year; and

**WHEREAS**, Dr. Orlando Gonzalez of Life\*MOD LLC, License #25MA08481900, is a licensed physician and has been performing the services in an effective and efficient manner; and

**WHEREAS**, the City desires to renew the agreement with Dr. Gonzalez for one year effective January 1, 2019 through December 31, 2019; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; 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-20.4 et seq. (Pay-To-Play Law); and,

**WHEREAS**, the total amount of this contract shall not exceed Thirty Thousand (\$30,000.00) Dollars; and

**WHEREAS**, the Director of the Department of Health and Human Services has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 et seq., Dr. Gonzalez of Life\*MOD LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Gonzalez of Life\*MOD LLC has not made any reportable contributions to a political or candidate committees listed on the Business entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Gonzalez of Life\*MOD LLC from making any reportable contributions through the term of the contract; and,

**WHEREAS**, Dr. Gonzalez of Life\*MOD LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Dr. Gonzalez of Life\*MOD LLC has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the funds in the amount of Five Thousand (\$5,000.00) dollars are available in the Department's Clinical Services Division operating current fund Account No. 01-201-27-333-312, and the additional funds in the amount of Twenty Five Thousand (\$25,000) dollars will be made available in the calendar year 2019 temporary or permanent budgets.

City Clerk File No. Res. 19-056

Agenda No. 10.Z.5

TITLE: JAN 24 2019

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
RENEWING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO  
PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD, LLC**

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

1. The Mayor and/or Business Administrator is authorized to execute a professional services agreement with Dr. Orlando Gonzalez of Life\*MOD LLC, in substantially the form attached, for providing physician services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2019 through December 31, 2019, in an amount not to exceed \$30,000.00;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A: 11—5(1)(a)(i);
3. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its passage;
4. A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk;
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2019 Calendar Year permanent budget;
6. The award of this contact 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
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's 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 there are sufficient funds in the amount of \$5,000.00 in DH&HS Health Division Operating Current Fund Account No. 01-201-27-333-312; P.O. # 132305

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Corporation Counsel  
 Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DR.  
ORLANDO GONZALEZ OF LIFE\*MOD LLC**

**Project Manager**

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

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

This is a resolution authorizing the renewal of a contract with Dr. Gonzalez of Life\*Mod LLC to conduct physician services at the City's Clinic.

**Cost (Identify all sources and amounts)**

Not to exceed \$30,000

**Contract term (include all proposed renewals)**

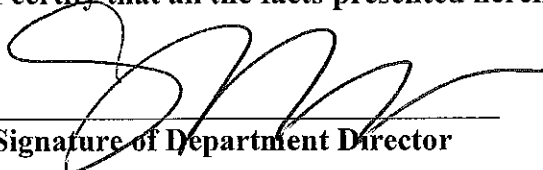
Januaru 1, 2019 through December 31, 2019

**Type of award**

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/10/19  
Date



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LIFE\*MOD LIMITED LIABILITY COMPANY

**Trade Name:**

**Address:** 60 COLUMBUS DR 2ND FLOOR  
JERSEY CITY, NJ 07302

**Certificate Number:** 1951510

**Effective Date:** May 06, 2015

**Date of Issuance:** March 07, 2018

**For Office Use Only:**

20180307115851261

Certification 59349

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUN 2018 to 15 JUN 2025.

LIFE & MOD, LLC  
60 COLUMBUS DR., 2ND FL.  
JERSEY CITY NJ 07302



*Elizabeth Maher Majoic*

ELIZABETH MAHER MAJOIC  
State Treasurer

**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](http://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): ORLANDO V. GONZALEZ M.D / OWNER - PHYSICIAN

Representative's Signature: [Signature]

Name of Company: LIFE+MID LLC

Tel. No.: 855-710-5433

Date: 10/9/18



**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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: LIFE MOD LLC  
 Signature of Affiant: [Signature] Title: OWNER / PHYSICIAN  
 Printed Name of Affiant: Orlando J. GOMEZ M.D. Date: 10/9/18

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_\_.

My Commission expires:

(Witnessed or attested by)

(Seal)

**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 LIFE\*MOD LLC (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 LIFE\*MOD LLC (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: LIFE\*MOD LLC  
Signed: [Signature] MD Title: OWNER / PHYSICIAN  
Print Name: Orlando V. GONZALEZ M.D. Date: 10/9/18

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
My Commission expires:

\_\_\_\_\_  
(Affiant)  
\_\_\_\_\_  
(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.



**JERSEY CITY PREVENTIVE MEDICINE CLINIC  
PHYSICIAN CONTRACT**

Agreement made between the City of Jersey City, a Municipal Corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at One Jackson Square, in the City of Jersey City, the County of Hudson and the State of New Jersey (herein referred to as the "City") and Orlando V. Gonzalez, MD (herein referred to as the "Physician"), with his principal place of business at 60 Columbus Dr. 2<sup>nd</sup> Floor, in the City of Jersey City, the County of Hudson and the State of New Jersey.

**RECITALS**

1. City is a Municipal Corporation and in conduct of the Jersey City Preventive Medicine Clinic under the auspices of the Department of Health and Human Services. The program is housed at One Jackson Square. The program desires to have the following services performed by the Physician.
2. Physician agrees to perform these services for the City under the terms and conditions set forth in this contract.
3. Physician is duly licensed to practice his/her profession in the State of New Jersey.

**I. NATURE OF WORK**

The Physician will perform services with respect to all matters relating to or affecting the Jersey City Preventive Medicine Clinic.

1. Physical examination of men coming to the STD Clinic.
2. Obtaining urethral, rectal and throat specimens for testing.
3. Consult with patient regarding diagnosis of disease.
4. Treatment of all diagnosed STD patients and their partners.
5. Make appropriate referrals whenever necessary.
6. Shall oversee and supervise the nursing staff whenever necessary.
7. Shall work with and supervise the Nurse Practitioner.

**II. TIME AND PLACE OF WORK**

The Physician will be available by phone or email, Monday through Friday from 9:00am to 4:00pm. Office hours (dates and times) will be at discretion of Physician. Service to be at One Jackson Square, Jersey City, NJ. When Physician is away and unavailable, a designee, appointment by the Physician, will be available to the clinic by phone and/or email.

**III. COMPENSATION**

For all services rendered, under the terms of this agreement, the Physician shall be paid monthly; to cover January 1, 2019 to December 31, 2019, not to exceed \$30,000. This shall also be the term of this contract.

**IV. RELATIONSHIP OF PARTIES**

The parties agree that the Physician and the relation created by this contract is that of employer and independent contractor. Physician is not an employee of the City, is not entitled to the benefits provided by employer to its employees, including but not limited to group insurance, pension plan, and workers' compensation benefits. Physician may practice his/her services for others during those periods when Physician is not performing work under the contract for the City.

**V. LIABILITY AND INSURANCE**

The services to be rendered under this contract will be rendered entirely at the Physician's risk. Physician shall purchase and maintain at his/her expense such comprehensive professional or other liability insurance coverage. Physician also agrees to defend, hold City harmless and indemnify City for any liability or loss arising in any way out of the performance of the Contract.

**VI. FACILITIES**

City shall operate and maintain facilities and provide at its own cost supplies and equipment necessary and proper to the performance of the Physician's position.

**VII. RECORDS AND FILES**

All patient charts shall belong to and remain the property of the City. The Physician shall not be entitled to keep or reproduce City's records or charts related to any patient or subject of the STD Program unless that patient shall request specifically that his/her records be transmitted to the Physician.

**VIII. MISCELLANEOUS**

This agreement shall be interpreted and governed according to the laws of the State of New Jersey. Both parties may terminate this contract with a 30-day written notice of intent of termination.

**NOW, IN WITNESS WHEREOF,** The City has caused this Agreement to be signed by its duly authorized officers and its seal to be here affixed, and Physician has executed this agreement at \_\_\_\_\_ on this day and year written.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
BUSINESS ADMINISTRATOR

\_\_\_\_\_  
PHYSICIAN

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DIRECTOR

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

City Clerk File No. Res. 18-327

Agenda No. 10.Z.10

Approved: MAR 28 2018

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD, LLC

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

WHEREAS, the City of Jersey City (City) requires the services of a disease prevention consultant to provide services in connection with the Disease Prevention Clinic under the auspices of the Department of Health and Human Services (Department); and

WHEREAS, Dr. Orlando Gonzalez of LIFE\*MOD, LLC, License #25MA08481900, is a licensed physician and is qualified to perform the required services; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, the contract period is from January 1, 2018 through December 31, 2018; and

WHEREAS, the total amount of this contract shall not exceed Fifteen Thousand (\$15,000.00) Dollars; and

WHEREAS, the funds in the amount of One Thousand (\$1,000.00) Dollars are available in the Department's Clinical Services Division operating current fund Account No. 1-201-27-333-312, and the additional amount of Fourteen Thousand (\$14,000.00) Dollars will be made available in the calendar year 2018 temporary or permanent budgets.

Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 18-327  
 Agenda No. 10.Z.10  
 TITLE: **MAR 28 2018**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD, LLC**

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 professional services agreement with Dr. Orlando Gonzalez, of LIFE\*MOD, LLC, in substantially the form attached, for providing disease prevention services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2018 through December 31 2018, in the amount of \$15,000;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
4. A copy of this Resolution shall be placed on file and available for inspection in the Office of the City Clerk;
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 Calendar Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 Calendar Year permanent budget; and

Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of \$1,000.00 in the Department of Health and Human Services' Clinical Services Division operating current fund Account No. 1-201-27-333-312; P.O. # 128019

APPROVED: [Signature] APPROVED AS TO LEGAL FORM B.R.  
3-28-18  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel  
 Certification Required   
 Not Required  APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 18-327

Agenda No. 10.Z.10

Approved: MAR 28 2018

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD, LLC

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

WHEREAS, the City of Jersey City (City) requires the services of a disease prevention consultant to provide services in connection with the Disease Prevention Clinic under the auspices of the Department of Health and Human Services (Department); and

WHEREAS, Dr. Orlando Gonzalez of LIFE\*MOD, LLC, License #25MA08481900, is a licensed physician and is qualified to perform the required services; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, the contract period is from January 1, 2018 through December 31, 2018; and

WHEREAS, the total amount of this contract shall not exceed Fifteen Thousand (\$15,000.00) Dollars; and

WHEREAS, the funds in the amount of One Thousand (\$1,000.00) Dollars are available in the Department's Clinical Services Division operating current fund Account No. 1-201-27-333-312, and the additional amount of Fourteen Thousand (\$14,000.00) Dollars will be made available in the calendar year 2018 temporary or permanent budgets.



Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 18-327  
 Agenda No. 10.Z.10  
 TITLE: **MAR 28 2018**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD, LLC**

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 professional services agreement with Dr. Orlando Gonzalez, of LIFE\*MOD, LLC, in substantially the form attached, for providing disease prevention services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2018 through December 31 2018, in the amount of \$15,000;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
4. A copy of this Resolution shall be placed on file and available for inspection in the Office of the City Clerk;
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 Calendar Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 Calendar Year permanent budget; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of \$1,000.00 in the Department of Health and Human Services' Clinical Services Division operating current fund Account No. 1-201-27-333-312; P.O. # 128019

APPROVED: [Signature] APPROVED AS TO LEGAL FORM B.R.  
3-19-18  
 APPROVED: [Signature] Corporation Counsel  
 Business Administrator  
 Certification Required   
 Not Required  APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 19-057 \_\_\_\_\_

Agenda No. \_\_\_\_\_ 10-Z-6 \_\_\_\_\_

Approved: \_\_\_\_\_ JAN 24 2019 \_\_\_\_\_

TITLE:



**RESOLUTION AMENDING AND RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFKY LLP TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 15-766 on October 28, 2015 authorizing a professional services agreement for a total contract amount of \$75,000 with the law firm of Calcagni & Kanefsky LLP to represent Eduardo Toloza, Tax Assessor; Robert Kakoleski, Business Administrator; Muhammed Akil, former Chief of Staff and the City of Jersey City in the matter of Roxanne Mays v. City of Jersey City, et al.; and

**WHEREAS**, on October 26, 2016, the Municipal Council adopted Resolution 16.724 reauthorizing the contract for another one year term and increasing the contract amount by an additional \$50,000 for a total contract amount not to exceed \$125,000; and

**WHEREAS**, on February 22, 2017, the Municipal Council adopted Resolution 17-179 correcting the incorrect account number with no additional funds being encumbered; and

**WHEREAS**, on March 14, 2018, the Municipal Council adopted Resolution 18-256 reauthorizing the contract for another one year term and increasing the contract amount by an additional \$75,000 for a total contract amount not to exceed \$200,000; and

**WHEREAS**, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary to ratify the renewal of the contract and to increase the contract amount by an additional **\$75,000.00**; and

**WHEREAS**, Calcagni & Kanefsky LLP agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses; and

**WHEREAS**, the City awarded the contract to Calcagni & Kanefsky LLP under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, a temporary encumbrance in the amount of \$20,000 is available in **Account No. 18-01-201-23-210-312**; and

**WHEREAS**, Calcagni & Kanefsky LLP 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**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

City Clerk File No. Res. 19-057

Agenda No. 10.Z.6

TITLE: JAN 24 2019

**RESOLUTION AMENDING AND RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANESKY LLP TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.**

1. The award of an agreement with the law firm of Calcagni & Kanefsky LLP is hereby ratified and reauthorized for one year effective January 2, 2019, and the contract amount is increased by an additional **\$75,000**, for a total contract amount of \$275,000;
2. This contract award 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.;
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;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law; N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, Donna Mauer hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O. # 132304

*Donna Mauer*

Donna Mauer, Chief Financial Officer  
APPROVED AS TO LEGAL FORM

*R.R.*  
*1-14-19*

APPROVED: \_\_\_\_\_

*BP*  
01/14/2019

APPROVED: \_\_\_\_\_

Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 AMENDING AND RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFKY LLP TO REPRESENT EDUARDO TOLOZA, TAX ASSESSOR, ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR, MUHAMMED AKIL, FORMER CHIEF OF STAFF AND THE CITY OF JERSEY CITY IN THE MATTER OF ROXANNE MAYS V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

**Contract Purpose**

Lawsuit is still ongoing and it is necessary to reauthorize contract for an additional twelve (12) months and increase the contract amount by an additional \$75,000.

**Cost (Identify all sources and amounts)**

Insurance Fund Commission.  
19-01-201-23-210-312  
\$75,000

**Contract term (include all proposed renewals)**

One Year

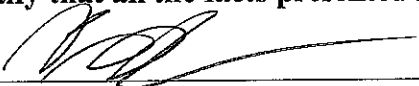
**Type of award**

Fair/Open

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.



Signature of Department Director

1/16/19

Date

(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](http://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.

Eric T. Kanefsky, Esq.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

862-902-5455

Tel. No.:

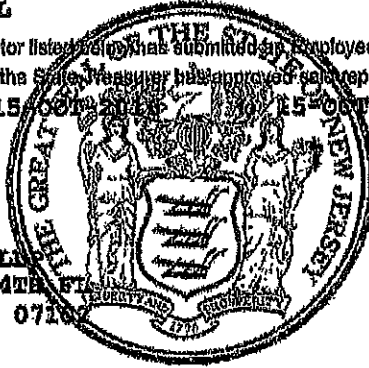
Date: 10/30/18

Certification 56689

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed herein 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 **15-06-2021** to **15-06-2023**



**CALCAGNI & KANEFSKY, LLP**  
**1085 RAYMOND BLVD., 14TH FL.**  
**NEWARK NJ 07102**



*Ford M. Scudder*

**FORD M. SCUDDER**  
State Treasurer

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
SBO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED FILING FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT SBO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.us/purchase/contract/compliance/aa302mtr.pdf>

**SECTION A - COMPANY IDENTIFICATION**

1. FID NO OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYERS IN THE ENTIRE COMPANY <b>15</b>
4. COMPANY NAME <b>Calcani &amp; Kandisky LLP</b>		
5. STREET <b>1085 Raymond Blvd., 14th Fl</b>	CITY <b>Newark</b>	COUNTY <b>Essex</b>
	STATE <b>NJ</b>	ZIP CODE <b>07102</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>NONE</b>		
7. CHECK ONE: IS THE COMPANY <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IS THIS A MULTI-ESTABLISHMENT EMPLOYER? STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYERS AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>14</b>		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY <b>Jersey City</b>	COUNTY <b>Hudson</b>
	STATE <b>NJ</b>	ZIP CODE <b>07307</b>
11. CONTRACT NO.	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 figure in 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 SBO-1 IF FEEL:**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT EMPLOYEES									
	COL. 1 TOTAL (COL. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	INDIAN	ASIAN	MIN	BLACK	HISPANIC	INDIAN	ASIAN	MIN
Officials/Managers	2	2						2					
Professionals	9	7	2					7					2
Technicians													
Sales Workers													
Office & Clerical	4	2	2				1	1					2
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous reports (if any)	15	11	4				1	10					4

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input checked="" type="checkbox"/> 3. Other (Specify) <b>discussed</b>	14. IS THIS THE FIRST Employee Information Report Submitted?	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED From <b>10/15/18</b> To <b>10/31/18</b>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<b>1/17/18</b>

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Diana Giordano</b>	SIGNATURE 	TITLE <b>Office Manager</b>	DATE MO/DAY/YEAR <b>10/30/18</b>
17. ADDRESS NO. & STREET <b>1085 Raymond Blvd., 14 Fl</b>	CITY <b>Newark</b>	COUNTY <b>Essex</b>	STATE <b>NJ</b>
	ZIP CODE <b>07102</b>	PHONE (AREA CODE, NO. EXTENSION) <b>862 " 802 " 8455</b>	



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 : Calcagni & Kanefsky LLP  
Address : 1085 Raymond Blvd., 14th Floor, Newark, NJ 07102  
Telephone No. : 862-902-5455  
Contact Name : Eric T. Kanefsky, Esq.

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.

OFFICE OF EQUAL OPPORTUNITY COPY

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: Calcagni & Kanefsky LLP  
Address: 1086 Raymond Blvd., 14th Floor, Newark, NJ 07102  
Telephone No.: 862-902-5455  
Contact Name: Elio T. Kanefsky, Esq.

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.

DEVISION OF PURCHASING COPY

03/02/17

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)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
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:

**CALCAGNI & KANEFSKY LLP**

ADDRESS:

**1085 RAYMOND BLVD 14TH FL  
NEWARK NJ 07102**

EFFECTIVE DATE:

**03/02/17**


TRADE NAME:

SEQUENCE NUMBER:

**2116117**

ISSUANCE DATE:

**03/02/17**



Director  
New Jersey Division of Revenue

(04-08), D205846V

**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 Calcagni & Kanefsky LLP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 8, 2018 (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 Calcagni & Kanefsky LLP (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: Calcagni & Kanefsky LLP

Signed: [Signature] Title: Owner

Print Name: Eric Kanefsky, Esq. Date: 10/30/2018

Subscribed and sworn before me  
this 30 day of Oct, 2018  
My Commission expires:

[Signature]  
(Affiant)  
DIANA M. GIORDANO  
(Print name & title of affiant) (Corporate Seal)

**DIANA M. GIORDANO**  
**NOTARY PUBLIC OF NEW JERSEY**  
Comm. # 50067495  
My Commission Expires September 2022

\*\*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).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Waterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**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
Eric T. Kanefsky, Esq.	13 Coppell Drive; Tenafly, NJ 07670
Thomas R. Calcagni, Esq.	24 Miller Road; New Vernon, NJ 07976

**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: Calcagni & Kanefsky, LLP

Signed: [Signature] Title: Owner

Print Name: Eric T. Kanefsky, Esq. Date: 10/30/2018

Subscribed and sworn before me this <u>30</u> day of <u>October</u> , 2018 My Commission expires: _____ My Commission Expires September 2022	DIANA M. GIORDANO NOTARY PUBLIC OF NEW JERSEY Comm. # 50067495 (Print name & title of affiant) (Corporate Seal)	<u>[Signature]</u> (Affiant) <u>DIANA M. GIORDANO</u>
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## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Calcagni & Kanefsky LLP, 1085 Raymond Blvd., 14 Floor, Newark, New Jersey 07102, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Roxanne Mays v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believes it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,



will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Term.**

The term of this agreement is twelve (12) months effective as of January 2, 2019.

**C. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**D. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**E. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**F. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**G. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**H. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:



- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**I. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**J. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**K. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**L. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**M. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**N. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**O. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential

information be transported Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel 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 al.) or 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.

#### **VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefore. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**VII. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brian Platt**  
**Business Administrator**

**WITNESS:**

**Calcagni & Kanefsky**

\_\_\_\_\_  
**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

City Clerk File No. Res. 19-058

Agenda No. 10.Z.7

Approved: JAN 24 2019

TITLE:



## **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 18-212 on February 28, 2018 authorizing a professional services agreement for a total contract amount of \$150,000.00 effective January 24, 2018 with the law firm of Florio Kenny Raval, LLP to represent the City of Jersey City in pending tax appeals; and

**WHEREAS**, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, tax appeals are still ongoing and it is necessary to renew the contract and to increase the contract amount by an additional **\$75,000.00**; and

**WHEREAS**, Florio Kenny Raval, LLP agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses; and

**WHEREAS**, the City awarded the contract to Florio Kenny Raval, LLP under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, a temporary encumbrance for \$10,000 is available in **Account No. 19-01-201-20-155-312**

**WHEREAS**, Florio Kenny Raval, LLP 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**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. A one year contract effective January 24, 2019 with the law firm of Florio Kenny Raval, L.L.P. is hereby awarded and the contract amount is increased by an additional \$75,000.00, for a total contract amount not to exceed **\$225,000.00**, including expenses;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. This contract award shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as Corporation Counsel deems appropriate or necessary;
5. 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;
6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget; and
7. The 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.

I hereby certify that there are sufficient funds available in **Account No.: 19-01-201-20-155-312** for payment of this resolution. P.O # 132195

  
 \_\_\_\_\_  
 Donna Mauer, Chief Financial Officer


xx  
 1/14/2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: 16 \_\_\_\_\_

Business Administrator

  
 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

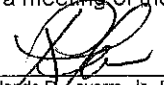
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

R.R.  
 1-16-19



**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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@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 City is renewing a one year contract with Florio Kenny Raval, L.L.P. to represent the City of Jersey City to provide legal services for Tax Appeals.

**Cost (Identify all sources and amounts)**

19-01-201-20-155-312  
\$75,000.00

**Contract term (include all proposed renewals)**

One Year

**Type of award**

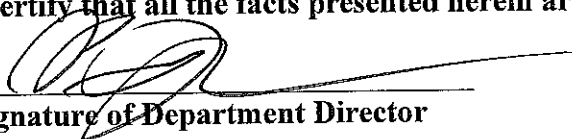
Fair/Open

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director



Date

1/16/19

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Florio Kenny Raval, L.L.P., 5 Marine View Plaza, Suite 103, Hoboken, New Jersey 07030("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with representing the City of Jersey City in Tax Appeals.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

**The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters.** All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.



Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. 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).

## V. 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.

## VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel 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 al.) or 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.

## **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**X. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Brian Platt**  
Business Administrator

**WITNESS:**

**FLORIO KENNY RAVAL, L.L.P.**

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



## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

(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](http://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): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: 201-659-8011

Date: 1/14/2019

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

The contractor and the Partnership of FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (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 Printed: Edward J. Florio, Senior Partner  
Representative's Signature: \_\_\_\_\_  
Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Tel. No.: 201-659-8011 Date: 1/14/2019

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 : FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Address : 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030  
Telephone No. : 201-659-8011  
Contact Name : Edward J. Florio

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.

OFFICE OF EQUAL OPPORTUNITY COPY

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.

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Business Name: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Address: 5 Marine View Plaza, Suite.103, Hoboken, NJ 07030  
Telephone No.: 201-659-8011  
Contact Name: Edward J. Florio

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 FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 24, 2019. (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 FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Signed: [Signature] Title: Senior Partner

Print Name: Edward J. Florio Date: 1/14/2019

Subscribed and sworn before me  
this 14 day of January 2019.  
My Commission expires:

[Signature]  
(Affiant)  
Aneel Garcia  
(Print name & title of affiant) (Corporate Seal)

**ANEEL GARCIA**  
A Notary Public of New Jersey  
My Commission Expires September 14, 2023

\*\*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).

Steven Fulop for Mayor 2017	Mira Pritz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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

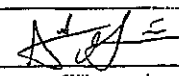
Name of Stock or Shareholder	Home Address
Edward J. Florio	28 Wilber Terrace, Bloomfield, NJ 07003
Bernard F. Kenny	1022 Bloomfield Street, Hoboken, NJ 07030
Nita G. Raval	67 13th Avenue, Elmwood Park, NJ 07407

**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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
 Signature of Affiant: \_\_\_\_\_ Title: Senior Partner  
 Printed Name of Affiant: Edward J. Florio Date: 1/14/2019

Subscribed and sworn before me this 14 day of January, 2019.

  
 \_\_\_\_\_  
 (Witnessed or attested by)

My Commission expires: \_\_\_\_\_  
**ANEEL GARCIA**  
 A Notary Public of New Jersey  
 My Commission Expires September 14, 2023

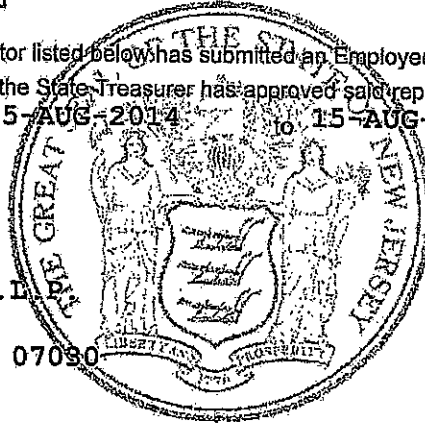
\_\_\_\_\_  
 (Seal)



Certification 14952

**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-AUG-2014** to **15-AUG-2021**



**FLORIO KENNY RAVAL, L.D.**  
**5 MARINE VIEW PLAZA**  
**HOBOKEN**

**NJ 07030**



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

**ELIZABETH MAHER MUOIO**  
**State Treasurer**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

FLORIO KENNY RAVAL, LLP

TRADE NAME:

ADDRESS:

5 MARINE VIEW PLZA STE 103  
HOBOKEN NJ 07030

SEQUENCE NUMBER:

1179768

EFFECTIVE DATE:

09/19/05

ISSUANCE DATE:

12/21/18



Director  
New Jersey Division of Revenue

FORM-BRC

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. 19-059

Agenda No. 10.Z.8

Approved: JAN 24 2019

TITLE:



## RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ANNE DOYLE

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, it has been determined that an independent review of issues from the claim made by Anne Doyle, the former Tax Collector for the City of Jersey City, is required; and

**WHEREAS**, the Corporation Counsel has recommended the appointment of special outside counsel to handle this matter; and

**WHEREAS**, Werner Suarez, 2 University Plaza, Suite 109, Hackensack, New Jersey 07601 agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$75,000**; and

**WHEREAS**, Werner Suarez, is a law firm in the State of New Jersey and is qualified to perform these services; and

**WHEREAS**, in October, 2018, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Werner Suarez submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract award is made for a term of one year and is in accordance with the "fair and open process" of the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Werner Suarez 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**, the resolution authorizing the award and agreement itself must be available for public inspection; and

**WHEREAS**, a temporary encumbrance for **\$10,000.00** is available in **Account No. 01-201-20-155-312**.

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

1. A contract is awarded to Werner Suarez to represent the City of Jersey City for one-year period effective **December 11, 2018** for a total contract amount of **\$75,000**, including expenses;
2. The award of 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: JAN 24 2019

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ANNE DOYLE**

- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 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;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, Donna Mauer hereby certify that there are sufficient funds available in **Account No. 01-201-20-155-312, P.O. No. 132196**


  
Donna Mauer, Chief Financial Officer

01/14/2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: 16  
Business Administrator

  
Corporation Counsel

*R.R.*  
*1-14-19*

Certification Required

Not Required

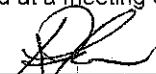
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ANNE DOYLE**

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

**Contract Purpose**

Outside counsel is required for independent review of issues from the claim made by Anne Doyle.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Law Department Funds  
19-01-201-20-155-312  
\$75,000.00

One Year

**Type of award**

Fair/Open

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1/16/19  
\_\_\_\_\_  
Date

(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

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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.

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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](http://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):

Anthony R. Suarez, Managing Member

Representative's Signature:

Werner Suarez

Name of Company:

Tel. No.:

201-487-4111

Date:

1/7/19

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

The contractor and the City of Searcy (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 services 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 its 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 other relevant law.

Representative's Name/Title Print: Arthur P. Suarez (Mayor)  
Representative's Signature: [Signature]  
Name of Company: Archer Suarez  
Tel. No.: 201-487-4111 Date: 1/7/19

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 : Werna Suarez  
Address : 2 University Plaza, Ste 109, Newark  
Telephone No. : 201-487-4111  
Contact Name : Anthony R. Suarez

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.

OFFICE OF EQUAL OPPORTUNITY 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 Werner Suarez (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1-24-19 (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 Werner Suarez (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: Werner Suarez

Signed: [Signature] Title: Managing Member

Print Name: Anthony R. Suarez Date: 1-7-19

Subscribed and sworn before me  
this 7<sup>th</sup> day of JAN, 2019

My Commission expires

Brenda W Robinson  
**BRENDA W ROBINSON**  
ID # 71416  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires March 31, 2020

[Signature]  
Anthony R. Suarez, Managing Member  
(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**

**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).

Steven Fulop for Mayor 2017	Mira Prituz-Arey for Council
Lavatto for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**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
Anthony Suarez	705 Gate Street Ridgefield, NJ 07657

**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: Guerra Suarez  
 Signature of Affiant: [Signature] Title: Managing Member  
 Printed Name of Affiant: Anthony Suarez Date: 1/7/19

Subscribed and sworn before me this 17<sup>th</sup> day of

JAN., 2019  
Brenda W. Robinson  
 My Commission expires:

Evelyn Rodriguez  
 Witnessed or attested by  
Attorney at Law  
 (Seal)

**BRENDA W ROBINSON**  
 ID # 71416  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 My Commission Expires March 31, 2020

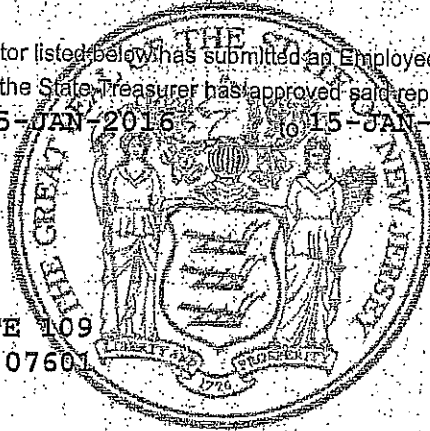


Certification 55491

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2016** to **15-JAN-2023**

**WERNER SUAREZ  
2 UNIVERSITY PLAZA, STE 109  
HACKENSACK NJ 07601**



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

LAW OFFICES OF WERNER & SUAREZ LIMITED L

ADDRESS:

2 UNIVERSITY PLZ STE 109  
HACKENSACK NJ 07601

EFFECTIVE DATE:

12/23/14

TRADE NAME:

WERNER SUAREZ

SEQUENCE NUMBER:

1921268

ISSUANCE DATE:

07/02/18

*James J. Fusco*

Director  
New Jersey Division of Revenue



## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Werner Suarez, 2 University Plaza, Hackensack, NJ 07601 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel for legal services related to Anne Doyle.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on

costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with whom the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of



any Outside Counsel who's billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts

- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)

- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. 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).

## V. 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.

## VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel 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 al.) or 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.

## **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**X. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Brian Platt**  
Business Administrator

**WITNESS:**

**Adams Gutierrez & Lattiboudere,  
LLC**

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

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.



6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

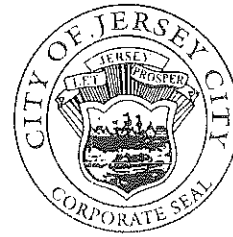
City Clerk File No. Res. 19-060

Agenda No. 10.Z.9

Approved:     

TITLE:

## WITHDRAWN



**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY ARLEO & DONOHUE, LLC FOR PROVIDING PROFESSIONAL SERVICES TO THE CITY IN CONNECTION WITH VARIOUS LITIGATION.**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Arleo & Donohue, LLC has provided legal services for the City in various matters of litigation; and

**WHEREAS**, outstanding invoices have been submitted to the City that total \$21,975.00 for services performed in 2017-2018 (Attachment A); and

**WHEREAS**, Arleo & Donohue, LLC has requested that the City immediately pay the sum of \$21,975.00 for the services provided; and

**WHEREAS**, Nick Strasser, First Assistant Corporation Counsel for the City of Jersey City has reviewed Arleo & Donohue, LLC's request for payment and has certified that Arleo & Donohue, LLC rendered the services requested by the City from February, 2017 through June, 2018 and has certified that Arleo & Donohue, LLC's bill for providing such services is fair and reasonable (Attachment B); and

**WHEREAS**, Arleo & Donohue, LLC performed the services in good faith and is entitled to receive payment for the services provided; and

**WHEREAS**, the sum of \$21,975.00 is available in the Insurance Fund Commission account to pay for the outstanding claims submitted by Arleo & Donohue, LLC.

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

- 1) The Insurance Fund Commission is hereby authorized to pay Arleo & Donohue, LLC the sum of \$21,975.00 for the outstanding claims for providing professional legal services to the City from February, 2017 through June, 2018; and
- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by Arleo & Donohue, LLC certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY ARLEO & DONOHUE, LLC FOR PROVIDING PROFESSIONAL SERVICES TO THE CITY IN CONNECTION WITH DOCUMENT PRODUCTION.**

- 3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

*JMcK*  
*1/10/2017*

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Certification

Not Required

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				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 PAYMENT OF A CLAIM SUBMITTED BY ARLEO & DONOHUE, LLC FOR PROVIDING PROFESSIONAL SERVICES TO THE CITY IN CONNECTION WITH DOCUMENT REQUESTS**

**Project Manager**

Department/Division	Law	Law
Name/Title	J. Nicholas Strasser	First Assistant Corporation Counsel
Phone/email	201-547-4667	nstrasser@jcnj.org

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

This is the final billing for work performed from February 2017 to June 2018. The bills are attached.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Insurance Fund Commission.  
01-201-23-210-640

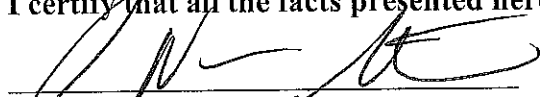
October 22, 2014 (\$20,000)  
March 25, 2015 (\$20,000)  
October 12, 2016 (\$20,000)

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/17/18  
Date

# ATTACHMENT A

**ARLEO & DONOHUE, L.L.C.**

622 Eagle Rock Avenue  
West Orange, New Jersey 07052

Ph:973-736-8660

Fax:973-736-1712

Jersey City Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

November 16, 2017

Attention: Peter Baker

File #: 1233-001

Inv #: 6507

RE: OPRA and document requests (Consultation)

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-17-17	Review background materials; prepare for conference with client; attend conference; preliminary research.	4.40	\$660.00	TMD
	Meeting with TMD and clients; legal research re: OPRA	3.90	\$585.00	GB
Oct-18-17	Prepare analysis of materials; continue research re: same; review related materials and proceedings.	3.90	\$585.00	TMD
	Review materials from client; draft memo re: same.	5.00	\$750.00	GB
Oct-19-17	Review and analyze all pleadings.	2.40	\$360.00	TMD
Oct-20-17	Review all pleadings and depositions.	3.50	\$525.00	GB
Oct-23-17	Review background materials from client; follow up calls re: same.	2.20	\$330.00	TMD
Oct-24-17	Review and analyze documents from client.	1.40	\$210.00	TMD
Oct-26-17	Numerous telephone calls to/from client.	0.60	\$90.00	TMD
	<b>Total Fees</b>	<b>27.30</b>	<b>\$4,095.00</b>	

**Total Fees & Disbursements**

~~\$4,095.00~~

**Previous Balance**

~~\_\_\_\_\_~~

**Previous Payments**

~~\_\_\_\_\_~~

**Balance Due Now**

~~\_\_\_\_\_~~

**ARLEO & DONOHUE, L.L.C.**

622 Eagle Rock Avenue  
West Orange, New Jersey 07052

Ph: 973-736-8660

Fax: 973-736-1712

Jersey City Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

March 16, 2017

Attention: Peter Baker

File #: 1233-001

Inv #: 6327

RE: OPRA and document requests (Consultation)

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-22-17	Various telephone calls re: status of OPRA request	0.80	\$120.00	TMD
	<b>Total Fees</b>	0.80	<hr/>	\$120.00
	<b>Total Fees &amp; Disbursements</b>			<u>\$120.00</u>
	Previous Balance			<del>          </del>
	Previous Payments			<del>          </del>
	<b>Balance Due Now</b>			<del>          </del>



**ARLEO & DONOHUE, L.L.C.**

622 Eagle Rock Avenue  
West Orange, New Jersey 07052

Ph:973-736-8660

Fax:973-736-1712

Jersey City Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

April 7, 2017

Attention: Peter Baker

File #: 1233-001

Inv #: 6352

RE: OPRA and document requests (Consultation)

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-03-17	Review correspondence from counsel; review documents for OPRA request; legal research re: scope of response.	3.90	\$585.00	TMD
Mar-15-17	Review OPRA response from PANYNJ.	2.50	\$375.00	SCF
	<b>Total Fees</b>	6.40	\$960.00	
	<b>Total Fees &amp; Disbursements</b>		\$960.00 ✓	
	Previous Balance			
	Previous Payments			
	<b>Balance Due Now</b>			

**ARLEO & DONOHUE, L.L.C.**

622 Eagle Rock Avenue  
West Orange, New Jersey 07052

Ph:973-736-8660

Fax:973-736-1712

Jersey City Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City , NJ 07302

August 22, 2018

Attention: Peter Baker

File #: 1233-001

Inv #: 6763

RE: OPRA and document requests (Consultation)

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-23-18	Telephone conference with client; review file for response.	1.30	\$195.00	TMD
Feb-26-18	Numerous telephone calls; review and analyze documents.	1.40	\$210.00	TMD
Mar-02-18	Discussed subpoena with TMD; conference call with TMD and Scott Carbone re: subpoena and meeting.	0.80	\$120.00	GB
Mar-05-18	Met with corporate counsel to discuss subpoena.	3.90	\$585.00	GB
Mar-07-18	Telephone call with JC Assistant Corp. Counsel.	0.20	\$30.00	GB
Mar-08-18	Reviewed documents to respond to subpoena.	3.30	\$495.00	GB
Mar-09-18	Call with JC Corporation Counsel; reviewing documents to respond to subpoena.	4.90	\$735.00	GB
Mar-12-18	Legal research re: subpoena issues.	2.20	\$330.00	TMD
	Reviewed documents to respond to subpoena.	4.40	\$660.00	GB
Mar-13-18	Telephone conference with adversary; telephone calls to/from counsel for witness; review and analyze responsive documents; legal research re: privilege.	3.70	\$555.00	TMD

	Reviewed documents with TMD for production in response to subpoena; research re: HIPPA laws; contacted outside counsel.	1.70	\$255.00	GB
Mar-16-18	Reviewed documents with TMD for production in response to subpoena; research re: HIPPA laws.	0.80	\$120.00	GB
Mar-19-18	Review memo and correspondence.	0.60	\$90.00	TMD
Mar-23-18	Left voice message for JC Assistant Corporation Counsel.	0.10	\$15.00	GB
	Reviewed and summarized deposition transcripts.	6.20	\$930.00	GB
Mar-25-18	Review correspondence; prepare for conference with client.	1.10	\$165.00	TMD
Mar-26-18	Reviewed and summarized deposition transcripts.	0.40	\$60.00	GB
Mar-27-18	Prepare for meeting; numerous calls re: subpoena issues; conference with client.	2.20	\$330.00	TMD
Apr-02-18	Review and analyze documents provided by client in response to subpoena; summarize same	7.00	\$1,050.00	GB
Apr-03-18	E-mail outside counsel requesting responsive documents. Preliminary research re: work product	4.20	\$630.00	GB
Apr-04-18	Multiple calls with client to coordinate production of documents; review documents provided by client; correspondence with outside counsel requesting responsive documents; correspondence with requestor; prepare flash drive with responsive documents.	6.50	\$975.00	GB
Apr-05-18	Prepare flash drive of additional responsive documents to be mailed to requestor; review and summarize documents provided by client in response to subpoena; review deposition transcripts and draft memo summarizing relevant portions for counsel's review.	7.10	\$1,065.00	GB
Apr-06-18	Review deposition transcripts and finalize memo summarizing relevant portions for co-counsel's review.	4.60	\$690.00	GB

Apr-10-18	Review memo from counsel; prepare for subpoena compliance; follow up calls.	2.10	\$315.00	TMD
Apr-12-18	Telephone calls and correspondence from adversary.	0.40	\$60.00	TMD
Apr-13-18	Multiple calls with client; review documents in response to subpoena.	2.30	\$345.00	GB
Apr-17-18	Review documents in response to subpoena.	2.00	\$300.00	GB
Apr-18-18	Conference with counsel to review status; numerous telephone calls to/from client; review and analyze documents.	2.20	\$330.00	TMD
Apr-19-18	Review documents in response to subpoena; draft letter to requestor; Finalize production of responsive documents ; legal research re: privilege	7.90	\$1,185.00	GB
Apr-20-18	Prepare for and attend meeting with client; follow up telephone calls re: same; review correspondence and documents from co-counsel.	2.10	\$315.00	TMD
Apr-25-18	Review privileged documents; phone call to client re: same	3.50	\$525.00	GB
Apr-30-18	Phone call with client	0.10	\$15.00	GB
May-01-18	Review documents in response to subpoena.	8.10	\$1,215.00	GB
May-02-18	Consultation with co-counsel; review file materials.	0.80	\$120.00	TMD
May-03-18	Review and analyze documents for subpoena compliance; legal research re: privilege issues; review and analyze privilege documents.	2.60	\$390.00	TMD
	Review documents preliminarily marked as privileged with TMD.	0.60	\$90.00	GB
May-04-18	Telephone calls to/from adversary; review all documents submitted in response to request; finalize submission.	1.70	\$255.00	TMD
	Prepare privilege log and cover letter in response to subpoena.	5.60	\$840.00	GB
May-07-18	Organize file.	0.50	\$75.00	GB

May-24-18	Follow up calls to adversary.	0.40	\$60.00	TMD
Jun-06-18	Compose e-mail to TMD summarizing my work responding to the subpoena.	0.50	\$75.00	GB

**Total Fees** 112.00                      \$16,800.00

**Total Fees & Disbursements**                      \$16,800.00

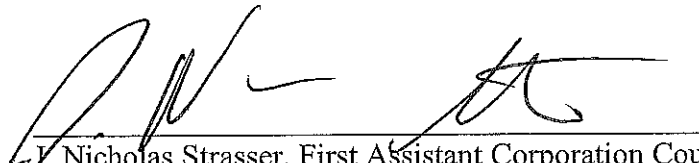
Previous Balance                     

Previous Payments                     

**Balance Due Now**

# ATTACHMENT B

I, J. Nicholas Strasser, First Assistant Corporation Counsel for the City of Jersey City, certify that the bills submitted by Arleo & Donohue are for services rendered and delivered to the City of Jersey City regarding the provision of professional legal services in association with various matters of litigation from February, 2017 through June, 2018. I further certify that the bills received by the City from Arleo & Donohue, LLC for the provision of the services are fair and reasonable.

  
\_\_\_\_\_  
J. Nicholas Strasser, First Assistant Corporation Counsel  
City of Jersey City

Date: 1/17/18

# ATTACHMENT C



**RELEASE AND AFFIDAVIT**

This Release, dated \_\_\_\_\_, 2019, is given by the Releasor, **Arleo & Donohue, LLC**, referred to as "I," to the City of Jersey City, and its agents and employees, referred to as "You."

1.     **Release**

I release and give up any and all claims, direct and indirect, and rights for any injury and/or damages which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with the itemized services described in Attachment A.

2.     **Payment**

As consideration for the Release, I will be paid **\$21,975.00** from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3.     **Who is Bound**

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4.     **Signatures**

I understand and agree to the terms of this Release.

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

\_\_\_\_\_  
Date

Witnesses or Attested By:

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

\_\_\_\_\_  
Date

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

City Clerk File No. Res. 19-061

Agenda No. 10.Z.10

Approved: JAN 24 2019

TITLE:



## A Resolution Congratulating Benicio Ortiz On his Receipt of the Eagle Scout Award

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, **Benicio Ortiz** has earned his Eagle Scout rank by completing his final project of constructing bat houses for Liberty State Park to serve as a sanctuary and aid in insect control and pollination. He is currently a junior at Liberty High School in Jersey City. **Benicio** has served as Quartermaster and Instructor to the boys of Troop 466. He plans to attend college and become either an attorney or a teacher. He hopes to buy a sailboat someday. **Benicio's** hobbies include computer/video games and skateboarding.

**WHEREAS**, on Sunday, January 20<sup>th</sup> 2019, **Benicio Ortiz** will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City does hereby congratulate **Benicio Ortiz** for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												1.24.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	✓				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓				
BOGGIANO	✓			ROBINSON	✓			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-062

Agenda No. 10.Z.11

Approved: JAN 24 2019

TITLE:



## A RESOLUTION CONGRATULATING SEAN FUEHRER ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, Sean Fuehrer has earned his Eagle Scout rank by completing his final project. Sean's Eagle Scout Project consisted of the building of an informational kiosk at Reservoir #3 in Jersey City. He is currently a junior at High Tech High School in Secaucus and plans to attend either Rider University, Seton Hall or Rutgers University to study Education/History. Sean has served as Senior Patrol Leader and Instructor to the boys of Troop 466. He enjoys hiking, comedy, judo, teaching, video games and art.

**WHEREAS**, on Sunday, January 20<sup>th</sup> 2019, Sean Fuehrer will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate Sean Fuehrer for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-063

Agenda No. 10.Z.12

Approved: JAN 24 2019

TITLE:



## A RESOLUTION CONGRATULATING OLIVER FLORES ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, **Oliver Flores** has earned his Eagle Scout rank by completing his final project. **Oliver** did extensive repair of broken pews of St. Paul of the Cross Church in the Jersey City Heights and supervised a cleaning of the entire church. He graduated from McNair Academic High School in 2017 and is currently a student at Hudson County Community College majoring in Business Management. **Oliver** has served as an Instructor for the boys of Troop 466. He plans to work with at-risk youth around the Jersey City area who are fleeing their homes due to abuse, neglect, social issues or getting into trouble with the authorities. **Oliver** enjoys playing baseball and eating diverse foods.

**WHEREAS**, on Sunday, January 20<sup>th</sup> 2019, **Oliver Flores** will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate **Oliver Flores** for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

\_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-064  
 Agenda No. 10.Z.13  
 Approved: JAN 24 2019  
 TITLE:



## A RESOLUTION CONGRATULATING JOHN S. LIBITZ, JR. ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, **John S Libitz, Jr.** has earned his Eagle Scout rank by completing his final project. **John's** Eagle Scout Project consisted of the installation of two park benches and road improvements to the Jersey City Reservoir #3 fishing area. He is currently a junior at High Tech High School in Secaucus. **John** plans to study Business Management at either Rutgers University or New Jersey City University hoping to open a business. He has served as Assistant Senior Patrol Leader, Patrol Leader, and Instructor to the boys of Troop 466. **John** enjoys biking, skateboarding, traveling, spending time outdoors and photography.

**WHEREAS**, on Sunday, January 20<sup>th</sup> 2019, **John S. Libitz, Jr.** will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate **John S. Libitz, Jr.** for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-065  
 Agenda No. 10.Z.14  
 Approved: JAN 24 2019  
 TITLE:



## A RESOLUTION CONGRATULATING CHRISTIAN MURGAS ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, **Christian Murgas** has earned his Eagle Scout rank by completing his final project of a community health fair to raise awareness of resources that are available to the public. **Christian** is currently a senior at M.E.T.S. Charter School in Jersey City. He has served as Assistant Senior Patrol Leader and Instructor to the boys of Troop 466. **Christian** plans to earn a degree in paramedicine at West Haven University in Connecticut and become a licensed paramedic. His hobbies include table-top role-playing games, volunteering, and training in emergency services.

**WHEREAS**, on Sunday, January 20<sup>th</sup> 2019, **Christian Murgas** will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate **Christian Murgas** for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: [Signature] \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-066  
 Agenda No. 10-Z-15  
 Approved: JAN 24 2019  
 TITLE:



## A RESOLUTION CONGRATULATING CODY CHRISTIAN ROSS ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster Conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, **Cody Christian Ross** has earned his Eagle Scout rank by completing his final project which consisted of deconstructing, rebuilding and enlarging the Hurricane Sandy-damaged Interpretive Center Dock at Liberty State Park to enhance its usability. He is currently a junior at St. Peter's Preparatory School in Jersey City. **Cody** has served as Senior Patrol Leader and Venture Patrol Leader of the boys of Troop 466. He plans to major in Engineering in college. **Cody's** hobbies include guitar playing, volunteering, kayaking, biking and hiking.

**WHEREAS**, on Sunday, January 20<sup>th</sup> 2019, **Cody Christian Ross** will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate **Cody Christian Ross** for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-067  
 Agenda No. 10.Z.16  
 Approved: JAN 24 2019  
 TITLE:



## RESOLUTION HONORING LYNDA BLACKMON LOWERY ON THE OCCASION OF LYNDA BLACKMON LOWERY DAY AT LINCOLN HIGH SCHOOL

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Lynda Blackmon Lowery** was born in 1950 in segregated Selma, Alabama and at age 13 heard the mighty Dr. Martin Luther King Jr speak at a church service in her hometown. A transformational experience. Dr. King fixed his gaze on **Lynda** and explained that you could change anyone with "steady, loving confrontation;" and

**WHEREAS, After Dr. King's** first visit, there were nightly meetings to organize efforts to stand up for voting rights. The decision was made to train teenage children to march in non-violent protests; and

**WHEREAS, Lynda Blackmon Lowery** had a full year of training in non-violent confrontation before she started the March to Montgomery. Unfortunately **Lynda** and other protestors didn't get very far and were attacked as they crossed over the bridge in Selma on Bloody Sunday, March 7<sup>th</sup> 1965; and

**WHEREAS, Lynda Blackmon Lowery** overcame her fears, endured horrendous conditions and continued on the path to healing by eventually making the 5 day, 54 mile march to Montgomery. **Lynda** was one of only 300 protestors allowed to make the entire journey; and

**WHEREAS, Lynda Blackmon Lowery** wrote a memoir titled, "*Turning 15 on the Road to Freedom*" sharing her moving, true story of being the youngest person to walk from Selma to Montgomery on the Voting Rights March of 1965; and

**WHEREAS, "Turning 15 on the Road to Freedom"** has been recognized with numerous awards including the Kirkus Best Books of 2015, Booklist Editors' Choice 2015, the BCCB Blue Ribbon 2015 and a Sibert Informational Book Medal Honor; and

**WHEREAS, Lynda Blackmon Lowery** continues to be an inspiration to a new generation and wants Lincoln High School students to understand that the "*The Selma Movement was a kid's movement. You have a voice too and with determination, you can be a history maker just like me.*"

**NOW, THEREFORE, BE IT RESOLVED** that the Jersey City Municipal Council does hereby honor Lynda Blackmon Lowery for her courage and bravery during the dark days of our nation's history and celebrates her legacy on **Lynda Blackmon Lowery Day, January 16<sup>th</sup> 2019.**

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

\_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-068

Agenda No. 10.Z.17

Approved: JAN 24 2019

TITLE:



**A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE VACANT PROPERTY ADVISORY COMMITTEE BY THE COUNCIL PRESIDENT**

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, by resolution the City Council created a Vacant Property Advisory Committee to review Chapter 254, (Property Maintenance) Article IV, (vacant properties) Section 21.3 (General requirements for vacant buildings & lots); and

**WHEREAS**, the resolution provides that three of the commissioners will be members of the Municipal Council, which will be appointed by the Council President, with the advice and consent of the City Council; and

**WHEREAS**, the Council President has appointed Jermaine Robinson, Ward F Councilperson, as a Vacant Lot Advisory Committee Commissioner; and

**WHEREAS**, the Council President has appointed Joyce Watterman, Councilperson At Large, as a Vacant Lot Advisory Committee Commissioner; and

**WHEREAS**, the Council President has appointed Michael Yun, Ward D Councilperson, as a Vacant Lot Advisory Committee Commissioner.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City hereby give advice and consent to the appointment of the three commissioners named herein onto the Vacant Property Advisory Committee.

1/16/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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**

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**

**A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE VACANT PROPERTY ADVISORY COMMITTEE BY THE COUNCIL PRESIDENT**

**Initiator**


Department/Division	Council President	
Name/Title	Rolando Lavarro	Council President
Phone/email	201-547-5268	RLavarro@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 of this resolution is to provide that three of the commissioners will become the members of the Municipal Council, who will be appointed by the Council President, with the advice and consent of the City Council as the Vacant Property Advisory Committee Commissioners.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Council President**  
**Rolando Lavarro**

1/17/2019  
**Date**

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

City Clerk File No. Res. 19-069

Agenda No. 10.Z.18

Approved: JAN 24 2019

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERF5, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City ("City") approved Resolution 14.335 on May 14, 2014 authorizing a professional services agreement with ERF5, Inc., ("ERF5") 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. ("PPG") on Garfield Avenue and other sites pursuant to a consent judgment entered into by the City and PPG; and

**WHEREAS**, PPG Industries is required to make \$350,000 in payments for experts to be retained by Jersey City; and

**WHEREAS**, Resolution 08.814 approved on October 22, 2008 awarded a professional services contract in the amount of \$100,000 to ERF5; and

**WHEREAS**, Resolution 11.056 approved on January 26, 2011 reauthorized a professional services contract with ERF5 in the amount of \$70,000; and

**WHEREAS**, Resolution 12.142 approved on January 22, 2012 awarded a professional services contract in the amount of \$20,000 to ERF5; and

**WHEREAS**, Resolution 13.098 approved on February 13, 2013 ratified a professional services contract in the amount of \$125,000 with ERF5; and

**WHEREAS**, Resolution 14.335 approved on May 14, 2014 amended a professional services agreement increasing the contract amount by an additional \$150,000 with ERF5; and

**WHEREAS**, Resolution 15.432 approved on June 10, 2015, reauthorized and amended a professional services agreement with ERF5 to increase the contract amount by an additional \$75,000; and

**WHEREAS**, Resolution 16.649 approved on September 28, 2016, reauthorized a professional services agreement with ERF5 and increased the contract amount by an additional \$50,000; and

**WHEREAS**, Resolution 17.683 approved on August 16, 2017, reauthorized a professional services agreement with ERF5 and increased the contract amount by an additional \$50,000; and

**WHEREAS**, the previous year contract has expired and the City desires to enter into an additional agreement to expire on December 31, 2019; and

**WHEREAS**, the Division of Engineering, Traffic and Transportation will take the lead in the monitoring and execution of the environmental services agreement effective per this resolution; and

**WHEREAS**, ERF5 agrees to provide these services at an hourly rate of \$150.00, including expenses, for a total amount not to exceed \$100,000; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

TITLE: **JAN 24 2019**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERF5, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES**

**WHEREAS**, the Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; 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-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, ERF5, 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 ERF5 from making any reportable contributions during the term of the contract; and

**WHEREAS**, ERF5 has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, ERF5 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**, funds in the amount of **\$100,000** are available in the Engineering Environmental/LSRP Account No. **04-215-55-152-990**.

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

1. An agreement with ERF5, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, is authorized for a one year period from the date of execution and the contract amount is not to exceed **\$100,000**.
2. The award of 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.
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.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this Resolution.
6. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

City Clerk File No. Res. 19-069

Agenda No. 10.Z.18

TITLE: JAN 24 2019

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERFIS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES**

I hereby certify that funds in the amount of \$100,000 are available in Account No.: 04-215-55-152-990 for payment of this resolution. P.O # 132290

Donna Mauer  
Donna Mauer, Chief Financial Officer

JRC/dto/JMCK  
1.22.19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: 16  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A PROFESSIONAL SERVICE AGREEMENT WITH ERFIS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES**

**Project Manager**

Department/Division	Administration / Engineering	Environmental
Name/Title	Joe Cunha	Municipal Engineer
Phone/email	201-547-4412	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**

Authorization to renew professional services agreement for environmental services from January 1, 2018 through December 31, 2019

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

General Engineering / Environmental  
Capital Account: 04-215-55-152-990  
\$100,000.00

12 months

**Type of award**

Professional Services – N.J.S.A. 40A:11-1 et.seq.

**If "Other Exception", enter type**

**Additional Information**

This is an on-going environmental services contract for work at the PPG Industries site on Garfield Avenue, and goes back to Reso 08-814 approved October 22, 2008 through Reso 17-683 approved August 16, 2017. This contract will cover the a year term to expire on approximately December 31, 2019.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
Jose R. Cunha, Municipal Engineer

\_\_\_\_\_  
Date

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Requisition #

0186519

Assigned PO #

**Vendor**  
ENVIRONMENTAL REMEDIATION  
& FINANCIAL SERVICES INC  
2150 HIGHWAY 35, SUITE 250  
SEA GIRT NJ 08750  
EN191715

**Dept. Bill To**  
ENG, TRAFF & TRANS  
13-15 LINDEN AVE. EAST  
JERSEY CITY NJ 07305

**Dept. Ship To**  
ENG, TRAFF & TRANS  
13-15 LINDEN AVE. EAST  
JERSEY CITY NJ 07305

**Contact Info**  
Jose R. Cunha, City Engineer  
2015474931

Quantity	UOM	Description	Account	Unit Price	Total
1.00	RES	ENVIRONMENTAL - PPG	04-215-55-152-990	200,000.00	200,000.00
<p>AMENDING RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES (ERFS) LOCATED AT 2150 HIGHWAY 35, SUITE 250, SEA GIRT, NJ 08750 FOR REQUIRED SERVICES BY A PROFESSIONAL ENVIRONMENTAL ENGINEER TO MONITOR THE ENVIRONMENTAL REMEDIATION BEING UNDERTAKEN BY PPG INDUSTRIES, INC. ON GARFIELD AVENUE AND OTHER SITES PURSUANT TO A CONSENT JUDGEMENT ENTERED INTO BY THE CITY AND PPG INDUSTRIES.</p> <p>ESTIMATE COST FOR THESE SERVICES \$200,000.00 PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2019</p> <p>AMOUNT OF THIS REQUISITION \$200,000.00 FUNDING SOURCE: ENGINEERING ENVIRONMENTAL CAPITAL</p>					

**Requisition Total 200,000.00**

Req Date: 12/06/2018

Requested By: ODOM

Buyer Id:

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

**This Is Not A Purchase Order**





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

City Clerk File No. Res. 17-683

Agenda No. 10.Z.25

Approved: AUG 16 2017

TITLE:



## RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERF5, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

**COUNCIL** offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City ("City") approved Resolution 14.335 on May 14, 2014 authorizing a professional services agreement with ERF5, Inc., ("ERFS") 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. ("PPG") on Garfield Avenue and other sites pursuant to a consent judgment entered into by the City and PPG; and

WHEREAS, PPG Industries is required to make \$350,000 in payments for experts to be retained by Jersey City; and

WHEREAS, Resolution 08.814 approved on October 22, 2008 awarded a professional services contract in the amount of \$100,000 to ERF5; and

WHEREAS, Resolution 11.056 approved on January 26, 2011 reauthorized a professional services contract with ERF5 in the amount of \$70,000; and

WHEREAS, Resolution 12.142 approved on January 22, 2012 awarded a professional services contract in the amount of \$20,000 to ERF5; and

WHEREAS, Resolution 13.098 approved on February 13, 2013 ratified a professional services contract in the amount of \$125,000 with ERF5; and

WHEREAS, Resolution 14.335 approved on May 14, 2014 amended a professional services agreement increasing the contract amount by an additional \$150,000 with ERF5; and

WHEREAS, Resolution 15.432 approved on June 10, 2015, reauthorized and amended a professional services agreement with ERF5 to increase the contract amount by an additional \$75,000; and

WHEREAS, Resolution 16.649 approved on September 28, 2016, reauthorized a professional services agreement with ERF5 and increased the contract amount by an additional \$50,000; and

WHEREAS, ERF5 agrees to provide these services at an hourly rate of \$150.00, including expenses, for a total amount not to exceed \$50,000; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; 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-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, ERF5, 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 ERF5 from making any reportable contributions during the term of the contract; and

WHEREAS, ERF5 has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, ERF5 has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**TITLE: RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES**

WHEREAS, funds in the amount of \$50,000 are available in Account No. 04-226-55-000-037.

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

1. An agreement with ERFS, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, is renewed for a one year period and the contract amount is increased by an additional \$50,000.
2. The award of 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.
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.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this Resolution.
6. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

I hereby certify that funds in the amount of \$50,000 are available in Account No.: 04-226-55-000-037 for payment of this resolution. *PO # 12579*

  
 Donna Mauer, Chief Financial Officer

isp  
7/24/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_  
 Business Administrator

  
 Joanne Monahan  
 Corporation Counsel

*R.R.  
7-24-17*

Certification Required

Not Required

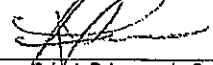
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.16.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-070  
 Agenda No. 10.Z.19  
 Approved: JAN 24 2019



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE ON AGING**

**COUNCIL**

Offered and Moved Adoption of the following Resolution:

**WHEREAS**, the City of Jersey City ("City") Department of Health & Human Services, Divisions of Senior Affairs and Food & Nutrition is desirous of entering into a grant agreement with the County of Hudson Department of Health Human Services Office on Aging ("County") in order to provide meals to senior congregate sites, to homebound elderly over the age of 60, and for socialization to ensure their wellbeing; and

**WHEREAS**, this grant is for the period of January 1, 2019 through December 31, 2019 in the amount of \$1,095,641.00; and

**WHEREAS**, the City will provide monetary matching funds in the amount of \$365,214.00, which will be allocated under the CY2019 budget; and

**WHEREAS**, this grant agreement may be reviewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging.

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

1. The Mayor and/or Business Administrator is authorized to accept for the City of Jersey City, Department of Health and Human Services Divisions of Senior Affairs and Food & Nutrition a grant for the calendar year 2019 in the amount of \$1,095,641.00 from the County of Hudson Department of Health and Human Services Office on Aging;
2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.
3. The City will provide matching funds in the amount of \$365,214.00 allocated under the CY2019 budget; and
4. The Mayor or Business Administrator is authorized to execute the grant agreement, in substantially the form of the attached.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: 16 \_\_\_\_\_

[Signature]  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <span style="float: right;">1.24.19</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE ON AGING**

**Project Manager**

Department/Division	Health & Human Services	Health Education
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547 6560	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**

This resolution accepts a grant from the Hudson County Department of Health and Human Services to fund programs including Meals on Wheels, Senior Congregate Meal Sites, and Nutrition Education for seniors in Jersey City. The grant funds are administered by the HHS Divisions of Senior Affairs and Food and Nutrition.

**Cost (Identify all sources and amounts)**

Grant Award: \$1,095,641.00

**Contract term (include all proposed renewals)**

January 1, 2019 through December 31, 2020

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

*Emma Guzman for Stacey Flanagan* 1/29/19  
Signature of Department Director Date



**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
AREA AGENCY OF AGING/ADRC**

830 Bergen Avenue, Floor 3B

Jersey City, NJ 07306

Phone: (201) 369-4313

Fax: (201) 369-4315

**THOMAS A. DEGISE**  
County Executive

**DARICE TOON**  
Director

**BRIAN POFFEL**  
Executive Director

Revised: November 29, 2018

Stacey Lea Flanagan  
Director, Health & Human Services  
City of Jersey City Annex  
1 Jackson Square  
Jersey City, NJ 07305

Re: 2019 Area Agency on Aging/Aging and Disabilities Resource Connection (AAA/ADRC) Notice of Initial Allocation

Dear Ms. Flanagan:

The Hudson County Board of Chosen Freeholders has approved the following 2019 initial allocation for City of Jersey City through the Hudson County Area Agency on Aging/Aging and Disability Resource Connection (AAA/ADRC). The 2019 initial allocation is as follows:

Project #	Service	Funding Source	Initial Allocation	Projected Total Allocation
205	Congregate Nutrition	III-C-1	\$44,107.00	\$88,214.00
212	Nutrition Education & Counseling	III-C-1	\$45,000.00	\$90,000.00
206	Home Delivered Nutrition	III-C-2	\$81,329.00	\$162,658.00
205	Congregate Nutrition	NSIP	\$27,061.00	\$97,826.00
206	Home Delivered Nutrition	NSIP	\$25,825.00	\$93,368.00
413	Socialization Recreation	SSBG	\$145,468.00	\$145,468.00
206	HDM	Supplemental	\$347,160.00	\$347,160.00
207	SWHDM	Supplemental	\$26,367.00	\$26,367.00
207	SWHDM	SWHDM	\$44,580.00	\$44,580.00
	<b>Total</b>		<b>\$786,897.00</b>	<b>\$1,095,641.00</b>

Please complete the 2019 contract electronically via DocuSign. A link to complete the contract will be emailed to you directly. Please be sure to complete the contract and submit by December 21, 2018. Please be certain to include the 25% match requirement consistent with your proposal within the contract and to budget your program accordingly based upon the allocation amount represented above.

Should you have any questions or need additional information, please do not hesitate to contact me at 201.369.4313 or by email at [bpoffel@hcnj.us](mailto:bpoffel@hcnj.us).

Thank you,  
  
Brian Poffel  
Executive Director

**County of Hudson  
Department of Human Services  
Area Agency on Aging**

**Attachment A  
Standard Language Document**

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the SUBGRANTEE identified on the signature page.

**Whereas**, the County of Hudson has approved certain moneys for the purchase of services related to the elderly; and

**Whereas**, the County has designated the Hudson County Area Agency on Aging (“HCAAA”) of the County Department of Health and Human Services (“Department”) as the administrative office of the County responsible for the administration of monies allocated by the County for services under this Agreement; and

**Whereas**, the New Jersey Department of Health and Senior Services (the “NJDHSS”) has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of elderly service programs; and

**Whereas**, the County desires that the SUBGRANTEE provide services and the SUBGRANTEE has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

**Therefore**, the Department and the SUBGRANTEE agree as follows:

**I. Definitions**

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the County of Hudson against loss in accordance with the terms of the policy. Naming the County of Hudson as an additional named insured permits the County to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents including any documents submitted by the SUBGRANTEE as part of their response to the Request for Proposals (RFP). The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the SUBGRANTEE. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address know by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or SUBGRANTEE in accordance with the provisions contained in this Contract.

## **II. Basic Obligation of the Department**

Section 2.01 Payment Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered as established in Annex B. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex B. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the SUBGRANTEE, the Department shall make available to the SUBGRANTEE copies of federal and State regulations and other material specifically referenced in this document.

## **III. Basic Obligation of the SUBGRANTEE**

Section 3.01 Contract Services The SUBGRANTEE shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The SUBGRANTEE shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are to be specified by the Department.

Section 3.03 Compliance with Laws The SUBGRANTEE agrees in the performance of this Contract to comply with all applicable Federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; Federal and State laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulation referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any Federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to N.J.S.A. 54:49-19, et. seq., and notwithstanding any provision of the law to the contrary, whenever any taxpayer (SUBGRANTEE), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the SUBGRANTEE agrees as follows:

The SUBGRANTEE and its subcontractors, 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, sex or disability. Except with respect to affectional sexual orientation, the SUBGRANTEE will take to ensure that such applicants are recruited and employed.

The SUBGRANTEE will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not 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 SUBGRANTEE 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 SUBGRANTEE and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.



The SUBGRANTEE and its subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SUBGRANTEE's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SUBGRANTEE and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

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

The SUBGRANTEE and its subcontractors 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.

The SUBGRANTEE and its subcontractors agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The SUBGRANTEE and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures In the administration of this Contract, the SUBGRANTEE shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the County of Hudson's Purchasing Procedures and Procurement Manual or as otherwise directed by the appropriate personnel of the Department. Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System The SUBGRANTEE's financial management system shall provide for the following:

- a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the SUBGRANTEE;
- b) records adequately identifying the source and application of all SUBGRANTEE funds and all funds administered by the SUBGRANTEE. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;
- c) effective internal control structure over all funds, property and other assets. The SUBGRANTEE shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;
- d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the SUBGRANTEE;
- e) accounting records supporting by source documentation;
- f) procedures to minimized elapsed time between any advance payment issues and the disbursement of such advance funds by the SUBGRANTEE; and
- g) Procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, and whether allocation of costs under this Contract are allowed.

Section 3.08 Audit The Department requires submission of the SUBGRANTEE's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the SUBGRANTEE's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the SUBGRANTEE under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The SUBGRANTEE is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the SUBGRANTEE continues to be subject to such audit until it is completed and resolved.

#### IV. Termination

The Department may terminate or suspend this Contract in accordance with the section listed below.

Section 4.01 Termination for Convenience by the Department or SUBGRANTEE The Department may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department. The SUBGRANTEE may terminate this Contract upon 90 days advance written notice.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the SUBGRANTEE, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause If the SUBGRANTEE fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the SUBGRANTEE in default status, and take any action(s) as permitted by law or regulation.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the SUBGRANTEE has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the SUBGRANTEE's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement When a Contract is terminated, the SUBGRANTEE shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the SUBGRANTEE could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The SUBGRANTEE and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

#### V. Additional Provisions

Section 5.01 Application of New Jersey Law This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors This Contract, in whole or in part, may not be assigned by the SUBGRANTEE or assumed by another entity for any reason, including but not limited to changes in the corporate status of the SUBGRANTEE, without the prior

written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original SUBGRANTEE.

Section 5.03 Client Fees Other than as provided for in the Annex (as) and/or Department specific policies, the SUBGRANTEE shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification The SUBGRANTEE shall assume all risk of a responsibility for, and agrees to indemnify, defend and hold harmless the County of Hudson and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the SUBGRANTEE's obligations under this Contract or any improper or deficient performance of the SUBGRANTEE's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the SUBGRANTEE under this Contract, nor shall they be construed to relieve the SUBGRANTEE from any liability nor preclude the County of Hudson, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance The SUBGRANTEE shall maintain adequate insurance coverage. The County of Hudson shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the SUBGRANTEE fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the SUBGRANTEE, reduce payment to the SUBGRANTEE by the amount of the premium payment.

Section 5.06 Modification and Amendments If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the SUBGRANTEE or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights A failure or a delay on the part of the Department or the SUBGRANTEE in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity The SUBGRANTEE agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The SUBGRANTEE shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, SUBGRANTEE shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts If an audit or Contract closeout reveals that the SUBGRANTEE has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the SUBGRANTEE.

Section 5.12 Sufficiency of Funds The SUBGRANTEE agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract and award letter shall be sent by the Department to the Provider prior to the effective date of the Contract. The Contract shall include the Contract term and the approved Contract reimbursable ceiling. The Contract shall be signed by the authorized Provider signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), will be approved until the Contract is properly executed.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be prepared by the Department and signed by the authorized Provider signatory.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from

negotiating with SUBGRANTEE management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the SUBGRANTEE during the process of collective bargaining organization.

Section 5.14 Independent Employer Status Employees of SUBGRANTEES that Contract with the Department are employees of the SUBGRANTEE, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., SUBGRANTEES are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the SUBGRANTEE acknowledges that it is an independent SUBGRANTEE, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the SUBGRANTEE is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The SUBGRANTEE acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with SUBGRANTEE through regulatory oversight and ensuring contractual performance, the SUBGRANTEE understands that the Department is not the employer of any SUBGRANTEE employees.

The SUBGRANTEE further acknowledges that while the Department reimburses the SUBGRANTEE for all allowable costs under this Agreement, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which SUBGRANTEE may enter. Moreover, the SUBGRANTEE understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 6.0 County Living Wage Ordinance Unless specifically exempted in writing by the County, the SUBGRANTEE recognizes the applicability of Hudson County's "Living Wage Ordinance" Resolution No. 364-6-2014, and agrees to comply with the terms of the ordinance.

**Contract Signatures and Dates**

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article VI, any related Annexes, and the Parties recognize and incorporate by reference the terms of the Request for Proposals.

This contract contains **10** pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

**As to the COUNTY:**

**As to the SUBGRANTEE:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Abraham Antun  
(Type Name)

\_\_\_\_\_  
(Type/Print Name)

Title: County Administrator

Title: \_\_\_\_\_

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

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

**Departmental Representative:**

\_\_\_\_\_  
Brian Poffel, Executive Director  
Hudson County Area Agency on Aging

\_\_\_\_\_  
**Date**

Contract Effective Date: January 1, 2019

Contract Expiration Date: December 31, 2019

Contract Number: \_\_\_\_\_

Contract Ceiling: \_\_\_\_\_

Federal ID# \_\_\_\_\_





BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON

RESOLUTION

No. 659-11-2018

On Motion of Freeholder Torres

Seconded by Freeholder Rodriguez

ACCEPTING AND APPROVING THE AWARD OF FAIR AND OPEN,  
AND GOVERNMENTAL CONTRACTS,  
TO VARIOUS PROVIDERS FOR THE OPERATION, ADMINISTRATION, AND  
MANAGEMENT OF SOCIAL SERVICE PROGRAMS BY THE  
HUDSON COUNTY OFFICE ON AGING  
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019  
(\$4,492,833.00)

WHEREAS, the Local Public Contract Law authorizes the use of the competitive contracting process for the operation, administration, and management of social service programs N.J.S.A. 40A:11-4.1 b(2); and

WHEREAS, pursuant to and in compliance with N.J.S.A. 40A:11-4.1, et seq. and the contract procedures issued by the New Jersey Department of Human Services, Division of Aging Services, dated April 26, 2018, a Request for Proposals was prepared and advertised in accordance with a fair and open procurement process, thus satisfying the Pay to Play requirements found in N.J.S.A. 19:44A-20.4; and

WHEREAS, weighted criteria for scoring of the Proposals was established and an Evaluation Panel was created to review and score the Proposals; and

WHEREAS, as a result of the Request for Proposals issued on September 6, 2018, sixteen (16) respondents submitted Proposals in twenty-four (24) categories, which were received on October 4, 2018; and

WHEREAS, upon receipt of the Proposals by the County they were distributed to the Evaluation Panel for review and scoring; and

WHEREAS, the findings of the Evaluation Panel were submitted to the Advisory Council of the Hudson County Area Agency on Aging (AAA); and

WHEREAS, the Advisory Council of the AAA reviewed and supported the findings of the Evaluation Panel and;

WHEREAS, the Executive Director of the AAA, in conjunction with the Hudson County Qualified Purchasing Agent (QPA), prepared a report and made recommendations in support of findings of the Evaluation Panel; and

WHEREAS, the Report of the QPA was made available to the public pursuant to the requirements of N.J.S.A. 40A:11-4.4 (d) and a copy of the Proposals are on file with the Clerk to the Board of Chosen Freeholders; and

WHEREAS, based upon the Request for Proposals; the established weighted criteria; the proposals received and reviewed by the Evaluation Panel; and the recommendations of the Evaluation Panel and the Advisory Council, the Executive Director of the AAA and the QPA recommend the award of competitive contracts in the amount of ONE MILLION FOUR HUNDRED TWENTY NINE THOUSAND SEVEN DOLLARS AND 00/100 (\$1,429,007.00) and governmental contracts in the amount of THREE MILLION SIXTY THREE THOUSAND EIGHT HUNDRED TWENTY SIX (\$3,063,826.00) DOLLARS, for a total of FOUR MILLION FOUR HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED THIRTY THREE (\$4,492,833.00) DOLLARS be awarded as follows:

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON**

**RESOLUTION**

No. Page 2

On Motion of Freeholder \_\_\_\_\_

Seconded by Freeholder \_\_\_\_\_

RFP AWARDS					
Prog. #	Provider Name	Service(s) Category	Funding Source	Initial Allocation	Projected Total Allocation
221	Armas	Certified Home Health Aide	III-B	\$ 28,742.00	\$ 57,483.00
19	Dental Group	Oral Health	III-B	62,500.00	125,000.00
72	Hopes Cap.	Information & Assistance, Language Translation and Interpretation, Physical Activity, Education	III-B	843.00	1,686.00
3	NHCAC	Care Management	III-B	1,000.00	2,000.00
35	North East NJ Legal Serv.	Legal Assistance	III-B	55,000.00	110,000.00
460	Priority Nursing	Certified Home Health Aide	III-B	28,741.00	57,483.00
520	Visiting Homemaker Serv.	Certified Home Health Aide	III-B	28,741.00	57,483.00
371	PACCAL	Evidence Based Program	III-D	25,632.00	51,266.00
115	Act Now	Caregiver Support Group	III-E	13,919.00	27,838.00
223	Armas	Certified Home Health Aide	III-E	36,909.00	73,818.00
62	Catholic Charities	Caregiver Mental Health Counseling	III-E	12,561.00	25,123.00
602	NHCAC	Caregiver Care Management	III-E	15,460.00	30,921.00
461	Priority	Caregiver Certified Home Health Aide	III-E	36,909.00	73,818.00
650	Second Home	Caregiver Adult Day Care, Medical	III-E	62,439.00	124,877.00
637	Urban League	Caregiver Care Management	III-E	15,786.00	31,571.00
72	Hopes Cap.	Information & Assistance, Language Translation and Interpretation, Physical Activity, Education	Match-B	24,893.00	49,785.00
3	NHCAC	Care Management	Match-B	10,220.00	20,440.00
115	Act Now	Caregiver Support Group	Match-E	13,919.00	27,838.00
650	Second Home	Caregiver Adult Day Care, Medical	Match-E	12,561.00	25,123.00
637	Urban League	Caregiver Care Management	Match-E	31,714.00	63,429.00
651	Second Home	Adult Day Care, Medical	Medicaid Match	41,310.00	41,310.00
504	Jewish Federation	Home Delivered Nutrition	SHDM	75,063.00	75,063.00
422	Hopes Cap.	Assisted Transportation	SHTP	60,109.00	60,109.00
706	NHCAC	Residential Maintenance	SHTP	24,000.00	24,000.00
485	PACO	Residential Maintenance	SHTP	11,000.00	11,000.00
113	Act Now	Mental Health	SSBG	64,800.00	64,800.00
472	Hopes Cap.	Assisted Transportation	SSBG	12,000.00	12,000.00

473	Hopes Cap.	Information & Assistance, Language Translation & Interpretation, Physical Activity, Education	SSBG	67,272.00	67,272.00
48	Hudson Hospice	Hospice Care	SSBG	106,000.00	106,000.00
2	NECAC	Information & Assistance, Options Counseling, Emergency	SSBG	171,854.00	171,854.00
459	PACCAL	Outreach	SSBG	26,800.00	26,800.00
18	PACO	Language Translation & Interpretation, Outreach, Information & Assistance	SSBG	101,810.00	101,810.00
90	Urban League	Care Management	SSBG	148,500.00	148,500.00
			Total	\$ 1,429,007.00	\$ 1,947,500.00

**GOVERNMENTAL AGENCY AWARDS**

Prog. #	Provider Name		Funding Source	Initial Allocation	Projected Total Allocation
811	HC Protective Services	Adult Protective Services	APS	\$ 518,360.00	\$ 518,360.00
164	Administration		CMQA	23,810.00	23,810.00
1	City of Bayonne	Options Counseling, Care Management, Information & Assistance	III-B	38,665.00	77,330.00
11	City of Bayonne	Emergency	III-B	9,796.00	19,592.00
88	City of Hoboken	Options Counseling, Care Management, Information & Assistance	III-B	50,285.00	100,570.00
401	HC Transcend	Transportation	III-B	105,206.00	210,412.00
161	Administration		III-C-1	118,394.00	236,789.00
561	City of Bayonne	Congregate Nutrition	III-C-1	88,500.00	177,000.00
205	City of Jersey City	Congregate Nutrition	III-C-1	44,107.00	88,214.00
212	City of Jersey City	Nutrition Education & Counseling	III-C-1	45,000.00	90,000.00
200	NHRCM	Congregate Nutrition	III-C-1	127,922.00	255,843.00
29	Town of Harrison	Congregate Nutrition	III-C-1	45,070.00	90,140.00
800	Town of Secaucus	Congregate Nutrition	III-C-1	4,586.00	9,173.00
206	City of Jersey City	Home Delivered Nutrition	III-C-2	81,329.00	162,658.00
406	NHRCM	Home Delivered Nutrition	III-C-2	162,880.00	325,760.00
801	Town of Secaucus	Home Delivered Nutrition	III-C-2	29,102.00	58,204.00
88	City of Hoboken	Options Counseling, Care Management, Information & Assistance	Match-B	11,302.00	22,606.00
401	HC Transcend	Transportation	Match-B	16,163.00	32,326.00
205	City of Jersey City	Congregate Nutrition	NSIP	27,061.00	97,826.00
206	City of Jersey City	Home Delivered Nutrition	NSIP	25,825.00	93,368.00
200	NHRCM	Congregate Nutrition	NSIP	8,264.00	29,879.00
406	NHRCM	Home Delivered Nutrition	NSIP	39,254.00	141,919.00
165	Administration		SSBG	127,896.00	127,896.00
55	Borough of East Newark	Information & Assistance, Assisted Transportation, Home Delivered Nutrition,	SSBG	54,098.00	54,098.00
58	City of Bayonne	Home Delivered Nutrition	SSBG	269,100.00	269,100.00
306	City of Bayonne	Physical Health	SSBG	21,100.00	21,100.00
413	City of Jersey City	Socialization/Recreation	SSBG	145,468.00	145,468.00
219	HCAAA Housing	Housing Assistance	SSBG	5,000.00	5,000.00

17	HCAAA I/A	Information & Assistance	SSBG	72,179.00	72,179.00
291	Town of Harrison	Information & Assistance, Home Delivered Nutrition, Transportation	SSBG	182,430.00	182,430.00
707	Town of Kearny	Transportation, Information & Assistance	SSBG	46,624.00	46,624.00
206	City of Jersey City	Home Delivered Nutrition	Supplemental	347,160.00	347,160.00
207	City of Jersey City	State Weekend Home Delivered Nutrition	Supplemental	26,367.00	26,367.00
406	NHRCM	Home Delivered Nutrition	Supplemental	65,916.00	65,916.00
59	City of Bayonne	State Weekend Home Delivered Nutrition	SWHDM	14,329.00	14,329.00
207	City of Jersey City	State Weekend Home Delivered Nutrition	SWHDM	44,580.00	44,580.00
500	NHRCM	State Weekend Home Delivered Nutrition	SWHDM	20,698.00	20,698.00
			<b>Total</b>	<b>\$ 3,063,826.00</b>	<b>\$ 4,304,724.00</b>
			<b>Grand Total</b>	<b>\$ 4,492,833.00</b>	<b>\$ 6,252,224.00</b>

WHEREAS, this contract shall be dependent upon the future appropriation of funds in the 2019 fiscal year budget for the purposes of this contract and the Chief Financial Officer providing a certification, to be affixed to this resolution, as to the availability of funds for this contract upon that appropriation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson that:

1. The aforesaid recitals are incorporated therein as though fully set forth at length.
2. The Board hereby authorizes the County Executive, Thomas A. DeGise, or County Administrator, Abraham Antun, or Deputy County Administrator, David B. Drumeler, or their lawfully appointed designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This Resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst.	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Walker	✓				Rivas				✓
Cifelli	✓				Rodriguez	✓			
Kopacz				✓	Romano	✓			
Torres	✓				Chairperson Vainieri	✓			
O'Dea	✓								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 20 day of Nov. A.D. 2018, the foregoing resolution was adopted with 7 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM

BY:

**DONATO J. BATTISTA**  
**HUDSON COUNTY COUNSEL**

Source: Department of Health & Human Services  
 A/W/cam

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

City Clerk File No. Res. 19-071

Agenda No. 10.Z.20

Approved: JAN 24 2019

TITLE:



**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, FEBRUARY 11, 2019 AT 5:00 PM TO DISCUSS MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE RELATED TO JERSEY CITY LABOR NEGOTIATIONS**

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City is the governing body of the municipality; and

**WHEREAS**, meetings of municipal governing bodies are governed by the provisions of the Open Public Meetings Act, N.J.S.A. 10:4 et seq. ("the Act"); and

**WHEREAS**, the Act requires that all meetings of governing bodies shall be open to the public, although N.J.S.A. 10:4-12 sets forth exceptions to this requirement; and

**WHEREAS**, N.J.S.A. 10:4-12(b)(7) authorizes the governing body to hold a closed session to discuss pending or anticipated litigation in which the governing body is, or may become, a party, or matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the City's attorney to exercise his or her ethical duties as a lawyer; and

**WHEREAS**, the Act requires that a closed session shall be authorized by resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

**WHEREAS**, the Municipal Council wishes to discuss the following matter:

- Ongoing labor negotiations.

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

1. A closed session of the Municipal Council will be held during the regularly scheduled Caucus Meeting of the Council on Monday, February 11, 2019, to discuss ongoing labor negotiations. The meeting will take place in the Efrain Rosario Municipal Council Caucus Room in City Hall, 280 Grove Street, Jersey City at 5:00 PM; and
2. The minutes of this closed session shall be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be impaired by such release.

1/22/2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.24.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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 AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, FEBRUARY 11, 2019 AT 5:00 PM TO DISCUSS MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE RELATED TO JERSEY CITY LABOR NEGOTIATIONS**

**Initiator**

<b>Department/Division</b>	Law	
<b>Name/Title</b>	Peter J. Baker	Corporation Counsel
<b>Phone/email</b>	201-547-5229	PBaker@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 of this resolution is to authorize a closed session of the Municipal Council to discuss matters ongoing labor negotiations.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

January 24, 2019  
**Date**