

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

City Clerk File No. Res. 16-163

Agenda No. 10-A

Approved: MAR 23 2016

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

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

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

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2016 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$262,315,822.00**

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

1. An emergency temporary appropriation is hereby created for:

Account Number	Account Description	From:	To:
20-103	REAL ESTATE SW	\$46,437.00	\$66,000.00
20-110	MAYOR'S OFFICE OE	\$10,892.00	\$25,000.00
20-120	OFFICE OF THE CITY CLERK OE	\$27,755.00	\$52,755.00
20-121	GENERAL & PRIMARY ELECTION OE	\$0.00	\$112,000.00
25-265	FIRE OE	\$379,500.00	\$600,000.00
26-290	DPW DIRECTOR'S OFFICE OE	\$61,812.00	\$5,061,812.00
26-290	DPW DIRECTOR'S OFFICE SW	\$221,712.00	\$400,000.00
26-292	SANITATION SW	\$0.00	\$520,930.00
26-292	SANITATION OE	\$0.00	\$50,000.00
26-293	NEIGHBORHOOD IMPROVEMENT OE	\$0.00	\$185,000.00
26-293	NEIGHBORHOOD IMPROVEMENT SW	\$0.00	\$8,000.00
26-315	AUTOMOTIVE SERVICES SW	\$296,705.00	\$500,000.00
27-335	DIV. OF SENIOR AFFAIRS SW	\$62,923.00	\$85,000.00
30-471	PRIOR YEAR BILLS OE	\$0.00	\$7,308.00
43-195	PUBLIC DEFENDER OE	\$26,572.00	\$90,000.00
GRANT	FEMA HAZARD MITIGATION	\$0.00	\$443,359.00
GRANT	HCOS -Berry Lane Phase V	\$0.00	\$225,000.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2016 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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)

**Initiator**

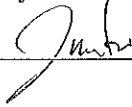
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMETRO@JCNJ.ORG

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

**Resolution Purpose**

It is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period.

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

  
\_\_\_\_\_

03/14/2016

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

City Clerk File No. Res. 16.164

Agenda No. 10.B

Approved: MAR 23 2016

TITLE:



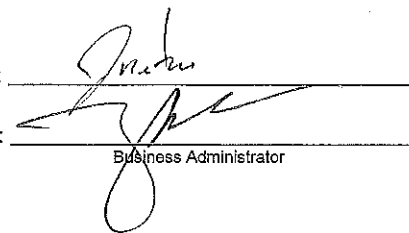
## RESOLUTION AUTHORIZING CALENDAR YEAR 2015 APPROPRIATION RESERVE TRANSFERS

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2015 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

FCOA	ACCOUNT	FROM	TO
27-330	HHS DIRECTOR'S OFFICE SW	\$ 110,000.00	
27-330	HHS DIRECTOR'S OFFICE OE		\$ 110,000.00
25-240	PUBLIC SAFETY- POLICE SW	\$ 100,000.00	
25-240	PUBLIC SAFETY- POLICE OE		\$ 100,000.00
	<b>Total:</b>	<b>\$ 210,000.00</b>	<b>\$ 210,000.00</b>

APPROVED: 

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required


**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING CALENDAR YEAR 2015  
APPROPRIATION RESERVE TRANSFERS

**Initiator**

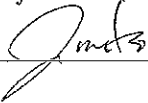
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMETRO@JCNJ.ORG

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

**Resolution Purpose**

This Resolution authorizes the Comptroller to make CY 2015 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59

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

  
\_\_\_\_\_

03/14/2016

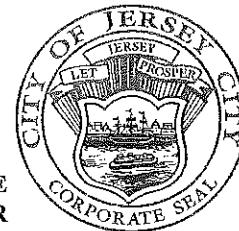


# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.165

Agenda No. 10.C

## WITHDRAWN



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

TITLE: **RESOLUTION AUTHORIZING THE USE OF RESERVE FUNDS IN THE CY 2016 MUNICIPAL BUDGET FOR VARIOUS YOUTH JOB PROGRAMS.**

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

**WHEREAS**, Executive Order of the Mayor, E.O. 2013-004, Tax Exemption Policy and Procedures was issued on December 24, 2013; and

**WHEREAS**, one of the terms of this order is when an entity is awarded a tax abatement a buy-up commitment is to be held in a reserve for the use of "Jersey City youth job programs to provide summer and/or after school jobs;" and

**WHEREAS**, the anticipated the appropriation in the CY 2016 Municipal Budget for various youth jobs are as follows:

Summer Youth Program (Recreation)	\$ 950,000
Youth Court Program (Municipal Court)	\$ 150,000
City Government Summer Seasonal (Workforce Management)	\$ 100,000
Stop the Drop Program (DPW)	<u>\$ 140,000</u>
<b>Total:</b>	<b>\$1,340,000</b>

**WHEREAS**, these funds will be anticipated as revenue in the CY 2016 budget to offset the appropriations; and

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that funds in the amount of \$1,340,000 will be transferred from the reserve account and anticipated as revenue in the CY 2016 Municipal Budget to offset the appropriations for the Summer Youth Program, the Youth Court Program, the City Government Summer Seasonal Program and the Stop the Drop Program.

APPROVED: *Donna Mauer, CFO* APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				<b>WITHDRAWN</b>				VERA			
RAMCHAL					ATTERMAN						
BOGGIANO					LAVARRO, PRES						

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

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE USE OF RESERVE FUNDS IN THE CY 2016 MUNICIPAL BUDGET FOR VARIOUS YOUTH JOB PROGRAMS.**

**Initiator**

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

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

**Resolution Purpose**

This resolution will allow the transfer of funds from a reserve account to the current fund as anticipated revenue in the CY 2016 Municipal Budget so that these funds may be used for their intended purposes.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

3/15/16  
Date

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

City Clerk File No. Res. 16.166

Agenda No. 10.D

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE USE OF RESERVE FUNDS IN THE CY 2016 MUNICIPAL BUDGET FOR THE OPERATING EXPENSES AT THE MARY McLEOD BETHUNE CENTER**

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

**WHEREAS**, the City has a reserve account entitled "Reserve for MLK Community Center" set up for the Mary McLeod Bethune Center; and

**WHEREAS**, any funds collected for the use of the Mary McLeod Bethune Center are deposited into the reserve account and are to be used for any costs associated with the operation of the community center; and

**WHEREAS**, the appropriation in the CY 2016 Municipal Budget for the operation of the Mary McLeod Bethune Center is \$348,226; and

**WHEREAS**, these funds will be anticipated as revenue in the CY 2016 Municipal Budget to offset the appropriation; and

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that funds in the amount of \$348,226 will be transferred from the Reserve for MLK Community Center (01-272-55-000-051) and anticipated as revenue in the CY 2016 Municipal Budget to offset appropriation for the operation of the Mary McLeod Bethune Center.

APPROVED: *Ronnie Mauer, CFO* 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 3.23.16											
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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE USE OF RESERVE FUNDS IN THE CY 2016 MUNICIPAL BUDGET FOR THE OPERATING EXPENSES AT THE MARY McLEOD BETHUNE CENTER**

**Initiator**

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

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

**Resolution Purpose**

This resolution will allow the transfer of funds from a reserve account which were collected from the use of the Mary McLeod Bethune Center. These funds will be anticipated as revenue in the CY 2016 Municipal Budget so that they may be used for the operation of the Center as intended.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/15/14  
Date

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

City Clerk File No. Res. 16.167

Agenda No. 10.E

Approved: MAR 23 2016

TITLE:



**RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY**

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

**WHEREAS**, on February 24, 2016 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Jackson Hill Main Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

**WHEREAS**, on March 23, 2016, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

**WHEREAS**, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Jackson Hill Main Special Improvement District for the budget year January 1, 2016 through December 31, 2016; and

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

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

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
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.

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

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

**JACKSON HILL MAIN STREET SID**  
**2016 Assessment Roll**  
**2016 Fiscal Year**  
**2/24/2016**

<b>Block</b>	<b>Lot</b>	<b>Qual</b>	<b>Owner</b>	<b>Property Location</b>	<b>Bill Amount</b>
15001	17		DEMPSEY, LOUIS	225 MONTICELLO AVE.	\$225.50
15001	19		DEMPSEY, LOUIS	223 MONTICELLO AVE.	\$315.70
15001	21		MONTICELLO EQUITY PROP., LLC	219 MONTICELLO AVE.	\$338.25
15001	20		DEMPSEY, LOUIS	221-221.5 MONTICELLO AVE.	\$338.25
15001	16		MONTICELLO EQUITY PROPERTIES LLC	225.5-231 MONTICELLO AVE.	\$338.25
15002	23		PAHO, PROPERTIES, LLC	233 MONTICELLO AVE.	\$358.55
15002	22		SHIVANEEL PROPERTIES, LLC	235 MONTICELLO AVE.	\$360.80
15002	20		MONTICELLO EQUITY PROPERTIES LLC	MONTICELLO AVE.	\$361.48
15005	3		MONTICELLO EQUITY PROPERTIES LLC	222 MONTICELLO AVE.	\$371.40
15005	2		MONTICELLO EQUITY PRPOERTIES LLC	220A MONTICELLO AVE.	\$382.45
15005	1		MONTICELLO EQUITY PROPERTIES, LLC	220 MONTICELLO AVE.	\$382.45
15005	4		MONTICELLO EQUITY PROPERTIES LLC	224 MONTICELLO AVE.	\$385.83
15005	7		MONTICELLO EQUITY PROPERTIES LLC	234 MONTICELLO AVE.	\$393.27
15005	8		MONTICELLO EQUITY PROPERTIES LLC	236 MONTICELLO AVE.	\$393.50
15005	10		WHITON STREET ASSOCIATES, L.L.C.	227 FAIRMOUNT AVE.	\$402.07
15005	15		MONTICELLO EQUITY PROPERTIES LLC	8 FAIRVIEW AVE.	\$402.07
15005	16		MONTICELLO EQUITY PROPERTIES LLC	12 FAIRVIEW AVE.	\$405.90
15005	9		WHITON STREET ASSOCIATES, LLC.	238 MONTICELLO AVE.	\$412.44
15005	6		MONTICELLO EQUITY PROPERTIES LLC	230 MONTICELLO AVE.	\$418.75
16701	19		SCOTT, ULYSSES L & BETTY M	155 MONTICELLO AVE.	\$420.56
16701	30		133 MONTICELLO AVENUE, LLC	133 MONTICELLO AVE.	\$420.56
16701	29		135 MONTICELLO AVENUE, LLC	135 MONTICELLO AVE.	\$421.69
16701	20		WAHID, RIAZ & TABASSUM, FATHIMA	153 MONTICELLO AVE.	\$422.81
16701	21		149-151 MONTICELLO AVENUE ASSOC.	151 MONTICELLO AVE.	\$426.20
16701	22		149-151 MONTICELLO AVENUE ASSOC.	149 MONTICELLO AVE.	\$427.32
16701	23		GHALI, SAMEH & GHARGHOURY, MAGY	147 MONTICELLO AVE.	\$428.45
16701	24		TRIFECTA ADVISORY GROUP, LLC	145 MONTICELLO AVE.	\$428.45
16701	25		TRIFECTA ADVISORY GROUP, LLC	143 MONTICELLO AVE.	\$428.68
16701	27		WILEY, JERRY	139 MONTICELLO AVE.	\$444.24
16701	28		STOLAR CAPITAL 3	137 MONTICELLO AVE.	\$445.59
16701	18		P & D VENTURES, LLC	157 MONTICELLO AVE.	\$448.97
16701	31		SHEERMOHAMED, NAUSHAD & BEBEE N.	131 MONTICELLO AVE.	\$448.97
16702	30		BMF REALTY, INC.	165 MONTICELLO AVE.	\$448.97
16702	31		ESTEVEZ, FRANCISCO J. & PICHARDO, A.	163 MONTICELLO AVE.	\$449.42
16702	32		ZHENG, YI YONG & WANG, XIU JIN	161 MONTICELLO AVE.	\$449.87
16702	33		ROSARIO, SANTO & TORRES, MARIA C.	159 MONTICELLO AVE.	\$450.55
16702	22		183 MONTICELLO, L.L.C.	183 MONTICELLO AVE.	\$450.55
16702	23		WHITEHALL, COLLIN	181 MONTICELLO AVE.	\$451.00
16702	20		MOORE, EMMA RUTH	189 MONTICELLO AVE.	\$451.00
16702	28		C000C JC EPISCOPAL COMMUNITY DEVELOP	CORÍ 169 MONTICELLO AVE.	\$451.00

16702	19	191 MONTICELLO AVENUE, LLC	191 MONTICELLO AVE.	\$451.00
16702	18	350 RANDOLPH, L.L.C.	193-195 MONTICELLO AVE.	\$451.00
16702	21	BRU, ORLANDO & ALEXANDRIA	185-187 MONTICELLO	\$451.00
16703	13	NEW HOPE URBAN REN. % EMET REALTY	209 MONTICELLO AVE.	\$451.00
16703	15	C.YEE TRUST FBO % MEI-TAI YEE	201-203 MONTICELLO AVE.	\$451.00
16703	16	YEE, C. C/O MEI LING YEE	197 MONTICELLO AVE.	\$451.00
16801	45	MONTICELLO EQUITY PROPERTIES LLC	200 MONTICELLO AVE.	\$451.00
16801	48	C001A GABY GROUP LLC.,	206 MONTICELLO AVE.	\$451.00
16801	49	TRAN, HUNG	208 MONTICELLO AVE.	\$451.00
16801	2	MONTICELLO EQUITY PROPERTIES LLC	17 FAIRVIEW AVE.	\$451.00
16801	3	MONTICELLO EQUITY PROPERTIES LLC	15 FAIRVIEW AVE.	\$451.00
16801	50	MONTICELLO EQUITY PROPERTIES LLC	212 MONTICELLO AVE.	\$451.00
16801	51	MONTICELLO EQUITY PROPERTIES LLC	214 MONTICELLO AVE.	\$451.00
16801	52	MONTICELLO EQUITY PROPERTIES LLC	216 MONTICELLO AVE.	\$451.00
16801	1	MONTICELLO EQUITY PROPERTIES LLC	218 MONTICELLO AVE.	\$451.00
16802	72	MANZO, S. & P.	190 MONTICELLO AVE.	\$451.00
16802	67	PERSAUD, HARRY	178 MONTICELLO AVE.	\$451.00
16802	71	EMRO CORPORATION	188 MONTICELLO AVE.	\$451.00
16802	1	PAYAMPS, JUAN A.	192-4 MONTICELLO AVE	\$451.00
16803	77	KIM, KYOUNG HEE	174 MONTICELLO AVE	\$451.00
16803	76	EVANGELICAL CHURCH OF GOD	170.5 MONTICELLO AVENUE	\$451.00
16803	1	TAYLOR, WILLIAM AS TRUSTEE	176 MONTICELLO AVE.	\$451.00
16901	5	TRUST COMPANY OF NEW JERSEY	100 MONTICELLO AVE.	\$451.00
16901	6	TRUST COMPANY OF NEW JERSEY	102 MONTICELLO AVE.	\$451.00
16901	7	TRUST COMPANY OF NEW JERSEY	104 MONTICELLO AVE.	\$451.00
16901	1	AZIMI, MEHDI	90 MONTICELLO AVE.	\$451.00
16901	3	TRUST COMPANY OF NEW JERSEY	96 MONTICELLO AVE.	\$451.00
16901	4	TRUST COMPANY OF N.J. DAVIN,E.G.III	98 MONTICELLO AVE.	\$451.00
16901	8	MONTICELLO REALTY, LLC	106-108 MONTICELLO AVE.	\$451.23
16902	13	MARSHALL, GLADYS	136 MONTICELLO AVE.	\$451.23
16902	12	JENKINS, DONDI	134 MONTICELLO AVE.	\$451.23
16902	15	FERRER, ROXANA	140 MONTICELLO AVE.	\$451.23
16902	11	BERLAS, JUNAID	132 MONTICELLO AVE.	\$451.23
16902	10	BALLENT REALTY ASSOCIATES, LLC	130 MONTICELLO AVE.	\$451.23
16902	2	HSBC BANK, AS TRUST.ACE SECURITIES	112 MONTICELLO AVE.	\$451.23
16902	3	AMIN, KAMAL	114 MONTICELLO AVE.	\$451.23
16902	4	BY BARAK, LLC	116 MONTICELLO AVE.	\$451.23
16902	8	126 MONTICELLO,LLC	126 MONTICELLO AVE.	\$451.23
16902	1	MOLINA, EDO C/O NORMAN OSTROW INC	110 MONTICELLO AVE.	\$451.23
16902	5	HAUPTMAN, MARK	118 MONTICELLO AVE.	\$451.45
16902	9	URBAN NOW, LLC	128 MONTICELLO AVE.	\$451.68
16902	16	MONTICELLO CORNER, LLC	142 MONTICELLO AVE.	\$451.90
16902	6	MONTICELLO 120, LLC	120 MONTICELLO AVE.	\$452.13
16903	2	150 MONTICELLO ASSOCIATES, L.L.C.	150 MONTICELLO AVE.	\$453.26
17901	2	HHE METRO HOMES, LLC	603 COMMUNIPAW AVE.	\$453.26
17901	1	MARTIN MGMT GROUP, LLC % KIM, HYUN	571 M.L. KING DR.	\$453.48
17901	3	HHE METRO HOMES, LLC	595 COMMUNIPAW AVE.	\$453.71

17905	17	BASIC BUILDERS, INC. % E.& P.WELLES	620 COMMUNIPAW AVE.	\$453.71
17905	23	610 COMMUNIPAW AVENUE INC.	610 COMMUNIPAW AVE.	\$455.28
17905	6	NGUYEN, TIMMY & PHUNG	640 COMMUNIPAW AVE.	\$455.28
17905	10	TRUCHAN, ANTHONY JR.	630 COMMUNIPAW AVE.	\$455.51
17905	15	PETER MICHAEL,INC.% TRUCHAN B.T.INC	626 COMMUNIPAW AVE.	\$455.51
17905	14	PETER MICHAEL,INC % TRUCHAN B.T,INC	628 COMMUNIPAW AVE.	\$455.96
17905	24	ST.MENA FOOD CORP.	606 COMMUNIPAW AVE	\$457.77
17905	9	NGUYEN, PHU & DINH	634 COMMUNIPAW AVE.	\$458.89
17905	25	ST.MENA FOOD CORP.	604 COMMUNIPAW AVE	\$463.18
17905	1	MYNENI DEVELOPERS, LLC	650 COMMUNIPAW AVE.	\$467.46
17905	29	B. SYLVESTER LLC %ALI BLAKE JR.	79 MONTICELLO AVE.	\$467.46
17906	33	UNDERWOOD, HENDRICH & MABEL	91 MONTICELLO AVE.	\$469.94
17906	32	SJR LEGANCY, INC.	93 MONTICELLO AVE.	\$473.55
17906	30	SJR LEGACY, INC.	97 MONTICELLO AVE.	\$477.61
17906	31	SJR LEGACY, INC.,	95 MONTICELLO AVE.	\$478.51
17906	28	SJR LEGACY, INC.,	101 MONTICELLO AVE.	\$479.41
17906	29	SJR LEGACY, INC.	99 MONTICELLO AVE.	\$479.64
17906	25	FAYED, SAHAR	107 MONTICELLO AVE.	\$480.09
17906	27	FAYED, IBRAHIM	103 MONTICELLO AVE.	\$484.83
17906	26	FAYED, SAHAR	105 MONTICELLO AVE.	\$486.85
17907	28	IHENACHO, MARCEL & GLORIA	129 MONTICELLO AVE.	\$487.08
17907	33	117 MONTICELLO, LLC	117 MONTICELLO AVE.	\$493.85
17907	30	123 MONTICELLO AVE., L.L.C.	123 MONTICELLO AVE.	\$495.42
17907	31.01	119-121 MONTICELLO AVENUE % EDWARI	119-121 MONTICELLO AVE.	\$496.10
17907	35	GHARIB, WAGDY	109 MONTICELLO AVE.	\$496.10
17907	34	113 MONCELLO,LLC	113-115 MONTICELLO AVENL	\$496.10
18503	8	THE TZAVLAKIS & GRANT GROUP, L.L.C.	541 M.L. KING DRIVE	\$496.10
18503	17	WINOGRAD DEVELOPMENT, %J. CARLIER	18 SIEDLER	\$496.10
18503	7	VAUGHAN, TREVOR	543-7 M.L. KING DRIVE	\$496.10
18504	23	PAULINO, CRISTIANO & ESMERALDA,DIAZ	503.5 M.L. KING DRIVE	\$496.10
18504	22	505 KING LLC % JOSEPH AHARON	505 M.L. KING DRIVE	\$496.10
18504	21	BELLAMY, MILDRED M.	507 M.L. KING DRIVE	\$496.10
18504	24	SEBRON, PATRICIA	503 M.L. KING DRIVE	\$496.10
18504	25	KING, OWEN & JUDY	501 M.L. KING DRIVE	\$496.10
18504	26	WASHINGTON, ELIJAH	499 M.L. KING DRIVE	\$496.10
18504	27	LIN, HSUEH W. & MEI HUA	497 M.L. KING DRIVE	\$499.93
18504	20	TGAS REALTY, INC.	509 M.L. KING DRIVE	\$500.16
18504	28	RH JC PORTFOLIO 1,LLC	493 M.L. KING DR.	\$502.87
18601	20	VERIZON - NJ	MONTICELLO AVE VACATED	\$505.12
18601	21	VERIZON - NJ	71 MADISON AVE.	\$506.70
18602	4	VALDAN FAMILY LIMITED PARTNERSHIP	568-572 COMMUNIPAW AVE	\$507.38
19501	26	485-487 M.L. KING, LLC	483 M.L. KING DRIVE	\$508.50
19501	30	BALTIMORE, BLONDELL H. & SAMUEL	475 M.L. KING DRIVE	\$514.37
19501	31	PAULINO, ARMANDO	473 M.L. KING DRIVE	\$519.55
19501	25	485-487 MLK REALTY,LLC	485-487 M.L. KING DRIVE	\$524.51
19502	4	MAAAS INVESTING, LLC	467.5 M.L. KING DRIVE	\$525.42
19502	6	COLLECTIVE DAY CARE CENTER	465 M.L. KING DRIVE	\$527.67



19502	8	JORGE, JUAN	457 M.L. KING DRIVE	\$527.90
19502	10	CARRINGTON, PHILIP & PATRICIA	453 M.L. KING DRIVE	\$528.35
19502	9	JORGE, JUAN F.	455 M.L. KING DRIVE	\$529.93
19502	2	AMIN, KAMAL	471 M.L. KING DRIVE	\$534.89
19502	7	CARRINGTON, PHILIP & PATRICIA	459-463 M.L. KING DRIVE	\$535.11
19503	37	SCOTT, GARDENIA & ROBERT SR.	445 M.L. KING DRIVE	\$535.11
19503	38	OBSSUTH, ANDREW & ANN	441 M.L. KING DRIVE	\$535.11
19503	39	OBSSUTH, ANDREW & ANN	439 M.L. KING DRIVE	\$540.97
19503	41	WILLIAM T. HUTCHINSON, LLC	435 M.L. KING DRIVE	\$541.20
19503	42	BAYVIEW LOAN SERVICING, LLC, A DELA	431-433 M.L. KING DRIVE	\$541.20
21101	33	ALADDIN HOLDINGS, INC.	425 M.L. KING DRIVE	\$541.20
21101	38	A AND S RE CAPITAL	411-413 M.L. KING DRIVE	\$541.20
21101	37	BLOUNT, ROBERT & TAMMY	415 M.L. KING DRIVE	\$541.20
21101	36	BLACK, V.	417-419 M.L. KING DRIVE	\$541.65
21102	49	WASHINGTON, G. DAVIS, D., & ETALS	409 M.L. KING DRIVE	\$550.22
21102	48	GABOUREL, RUPERT	57 VIRGINIA AVE.	\$552.25
21201	17.01	JERSEY CITY REDEVELOPMENT AGENCY	380 M.L. KING DR.	\$562.85
21301	4.01	GARCIA, LUIS	37 OAK ST.	\$563.75
21301	4.02	GARCIA, LUIS	35 OAK ST.	\$563.75
21301	36	P & T INVESTMENTS, L.L.C.	432 M.L. KING DRIVE	\$563.75
21301	1	GENESIS JC PTNRS., LLC, %S.KOVACK	450 M.L. KING DR.	\$563.75
21305	2	MARSHALL, FREDERICK & GWENDOLYN	428 M.L. KING DRIVE	\$563.75
21305	37	JTGK PROPERTIES, LLC	410 M.L. KING DRIVE	\$563.75
21305	1	HILL, BRENDA	430 M.L. KING DRIVE	\$563.75
21305	36	JTGK PROPERTIES, LLC	408 M.L. KING DRIVE	\$563.75
21305	3	HANNA, GAMAL	422-426 M.L. KING DRIVE	\$563.75
21305	38	COCOA AUBURN CONDO ASSOC. % DELUCO ORG.	418 M.L. KING DRIVE	\$563.75
22502	40	CHAINANI, DEEPAK	76 ORIENT AVE.	\$563.75
22502	41	CHAINANI, DEEPAK	78 ORIENT AVE.	\$563.75
22502	39	CHAINANI, DEEPAK	74 ORIENT AVE.	\$563.75
22502	31.01	ONE 1, LLC	355 M.L. KING DRIVE	\$563.75
22503	45	ROLA FOOD CORPORATION	323 M.L. KING DRIVE	\$563.75
22503	44	ROLA FOOD CORPORATION	325 M.L. KING DRIVE	\$563.75
22503	47	ROLA FOOD CORPORATION	164 CLAREMONT AVE.	\$563.75
22503	48	G. & H. DEVELOPMENT & CONSTR.	329 M.L. KING DR. (REAR)	\$563.75
22503	39	VARDAKIS, FOTIOS	341 M.L. KING DRIVE	\$563.75
22503	46	ROLA FOOD CORPORATION	321 M.L. KING DRIVE	\$563.75
22503	40	LAI, PETER	337 M.L. KING DR.	\$563.75
22503	41	PARKINSON, ANNETTE A & HISUE	333-335 M.L. KING DRIVE	\$563.75
22503	43	GASKINS, JEAN & LINTON, VARNELL	327-329 M.L. KING DRIVE	\$563.75
22601	36	BRANDYWINE JERSEY CITY, LLC	342 M.L. KING DRIVE	\$563.75
22604	19	SIMHA REALTY LLC C/O DAVID COHEN	302 M.L. KING DRIVE	\$563.75
22604	21	308 MARTIN LUTHER KING DRIVE, LLC	308 M.L. KING DRIVE	\$563.75
22604	18	SIMHA REALTY, LLC C/O DAVID COHEN	300 M.L. KING DRIVE	\$563.75
22604	1	BOCCIA, JOSEPH	318 M.L. KING DRIVE	\$563.75
22604	22	SIMHA REALTY, LLC C/O SUSAN COHEN	310 M.L. KING DRIVE	\$563.75
22604	20	SIMHA REALTY, LLC C/O DAVID COHEN	304-306 M.L. KING DR.	\$563.75

22605	33	C00C2 TUMOE, FINDA	332 M.L. KING DRIVE	\$563.75
22605	33	C00C3 ASHARAMJI KRUPA LLC	332 M.L. KING DRIVE	\$563.75
22605	33	C00C1 TEJADA, MARCOS	332 M.L. KING DRIVE	\$563.75
22605	31	ROLA FOOD CORPORATION	320 M.L. KING DRIVE	\$563.75
23101	38	ANTONIN, SERGE & FRANCES	303 M.L. KING DRIVE	\$563.75
23101	35	PELZER, HENRY	309 M.L. KING DRIVE	\$563.75
23101	39	301 MLK, L.L.C.	301 M.L. KING DRIVE	\$563.75
23101	37	305 MLK, LLC	305 M.L. KING DRIVE	\$563.75
23101	36	CHO, YONG NAE & MIN SUK	307 M.L. KING DRIVE	\$563.75
23101	31	CRUZ, ALFONSO	317 M.L. KING DR.	\$564.43
23101	32.01	311-315 M.L.K., LLC	315 M.L. KING DRIVE	\$564.65
23102	27	289 M L KING TRUST	289 M.L. KING DRIVE	\$566.01
23102	24	295 RAYAAN LLC	295 M.L. KING DRIVE	\$566.23
23102	22	FRANK HOWARD PROPERTIES,LLC	299 M.L. KING DRIVE	\$574.80
23102	25	656 OCEAN JERSEY LLC	293 M.L. KING DRIVE	\$574.80
23102	26	DAVIS, LEON	291 M.L. KING DRIVE	\$576.15
23102	28	VASSELL, LESTER	166 MYRTLE AVE.	\$581.34
23202	76	RBI, INC. AKA RBI IMPROVEMENTS,INC.	286 M.L. KING DRIVE	\$587.65
23202	77	ROUMILA, TAYEB & LEIGH	288 M.L. KING DRIVE	\$589.91
23202	78	SO, JOHN & KIMBERLY	290 M.L. KING DRIVE	\$592.16
23202	80	ZHENG,J.& M.%MAY MAY KITCHEN	294 M.L. KING DRIVE	\$595.77
23202	81	ZHENG, TIAN W. & XIU YUN	296 M.L. KING DRIVE	\$607.72
23202	1	AIZA PROPERTIES, LLC	298 M.L. KING DRIVE	\$608.85
23401	23	QBBA LLC %BARNEY ANDERSON	183 M.L. KING DRIVE	\$608.85
23401	24	CLARK,L. & GLOVER, J. & BENNETT,E.	181 M.L. KING DRIVE	\$611.78
23401	22	185 MARTIN LUTHER KING DRIVE, LLC	185 M.L. KING DRIVE	\$615.62
23401	28	HASSANI, FATEN MISBAH	169 M.L. KING DRIVE	\$625.99
23401	27	MLKDR INVESTMENT, LLC	171-175 M.L. KING DRIVE	\$628.24
23402	26	VARDAKIS, FOTIOS & ALEXANDRA	199 M.L. KING DRIVE	\$642.68
23402	23	676 OCEAN AVENUE PROPERTIES,LLC	205 M.L. KING DRIVE	\$647.19
23402	27	MOORE, GEORGE & JOYCE	197 M.L. KING DRIVE	\$647.19
23402	28	CLARK-ALSTON, D.	195 M.L. KING DRIVE	\$647.86
23402	24	676 OCEAN AVENUE PROPERTIES,LLC	203 M.L. KING DRIVE	\$653.95
23402	25	WASHINGTON, DENISE	201 M.L. KING DRIVE	\$669.74
23402	29	DAVIS, LEON	193 M.L. KING DRIVE	\$676.50
23402	30	HERNANDEZ, ISAAC	189-191 M.L. KING DRIVE	\$676.50
23402	22	FAYED, IBRAHIM	207-209 M.L. KING DRIVE	\$676.73
23403	26	CHARLISA'S WORLD, LLC	231 M.L. KING DRIVE	\$678.30
23403	27	WANG, SHI GUI	229 M.L. KING DRIVE	\$687.78
23403	28	HILL, FREDERICK A., JR.	227 M.L. KING DRIVE	\$699.05
23403	29	SINGH PROPERTIES, INC.,	225 M.L. KING DRIVE	\$699.05
23403	30	223 MLK HOLDINGS, LLC	223 M.L. KING DRIVE	\$699.05
23403	34	MAUNDY, MYRTLE	213 M.L. KING DRIVE	\$699.05
23403	31	DOMBROWSKI, WAYNE	221 M.L. KING DRIVE	\$721.60
23403	35	RODRIGUEZ, SONIA	211 M.L. KING DRIVE	\$721.60
23403	32	VARDAKIS, FOTIOS & SANDRA	217-219 M.L. KING DRIVE	\$724.31
23404	32	COLEMAN, GARY	239 M.L. KING DRIVE	\$735.81

23404	33	OVALLES, FRANCISCO & ANA	237 M.L. KING DRIVE	\$744.15
23404	34	CHARLISA WORLD LLC	235 M.L. KING DRIVE	\$744.15
23404	35	233 JACKSON REALTY CORP %A. WRIGHT	233 M.L. KING DRIVE	\$744.15
23404	30	241 MARTIN LUTHER KING DRIVE, LLC	241 M.L. KING DRIVE	\$746.41
23501	1	266 MLK, L.L.C.	266 M.L. KING DRIVE	\$749.11
23501	96	ANDREWS, STEVEN	264 M.L. KING DRIVE	\$751.82
23501	95	BRIAN BUILDERS, LLC	262 M.L. KING DRIVE	\$757.23
23501	94	JUDAH SERVICES LLC	260 M.L. KING DRIVE	\$757.68
23501	93	URBAN LEAGUE OF HUDSON	256 M.L. KING DRIVE	\$757.68
23502	1	SKYWAY REALTY, LLC	250 M.L. KING DRIVE	\$789.25
23502	103	PROPERTY INVESTORS ASSOCIATION	238-240 M.L. KING DRIVE	\$789.25
24002	1	C00C2 BROTHERS REAL ESTATE OF CARTERET,LL	196 M.L. KING DRIVE	\$791.51
24002	1	C00C3 196 COMMERCIAL PROPERTY, LLC	196 M.L. KING DRIVE	\$806.16
24002	1	C00C1 196 COMMERCIAL PROPERTY, LLC	196 M.L. KING DRIVE	\$833.90
24901	19	S.R.JERSEY CITY, LLC % S.FRIEDLER	79 M.L. KING DRIVE	\$879.45
24902	13	113 MLK ASSOC. LLC & CO ABE RAPP.ESQ	113 M.L. KING DRIVE	\$879.68
24902	18	93 MLK L.L.C.	93 M.L. KING DRIVE	\$902.00
24902	17	TWENTY-THREE STONE, LLC	95 M.L. KING DRIVE	\$902.00
24903	18	KALOGIROS, EKATERINI	123 M.L. KING DRIVE	\$902.00
24903	19	CRAZY GREEK, LLC	121 M.L. KING DRIVE	\$902.45
24903	17	TZAVLAKIS, DIMITRA	127-133 M.L. KING DRIVE	\$904.26
24904	19	PEREZ, GEORGE	135 M.L. KING DRIVE	\$905.38
24905	23	TOTARO, VINCENT	157 M.L. KING DRIVE	\$906.28
24905	19	GARDEN LIQUOR , INC. C/O R. KANG	165 M.L. KING DRIVE	\$907.64
24905	21	TOTARO, VINCENT	161 M.L. KING DRIVE	\$911.92
24905	22	159 MLK LLC	159 M.L. KING DRIVE	\$913.05
24905	20	GARDEN LIQUOR , INC. C/O R. KANG	163 M.L. KING DRIVE	\$915.98
24905	24	COMM.ASSET PRESERV.ALL.OFJC3,LLC	151 M.L. KING DRIVE	\$922.30
25001	67	NORTH SOUTH INC.	168-172 M.L. KING DRIVE	\$980.25
25001	1	MARTIN LUTHER KING 184, LLC	184 M.L. KING DRIVE	\$992.20
25101	58	FREJUSTE, ROMAIN	164.5 M.L. KING DRIVE	\$993.10
25101	55	160 MLK, LLC.	160 M.L. KING DRIVE	\$1,028.05
25101	52	GONZALEZ, EVILIO & SILVIA	156 M.L. KING DRIVE	\$1,037.98
25101	54	158 MLK, LLC	158 M.L. KING DRIVE	\$1,067.52
25101	1	TOTARO, DEBRA L.	166 M.L. KING DRIVE	\$1,082.40
25601	1	TRIPODI, ROSA	78 M.L. KING DRIVE	\$1,109.46
25601	2	S.B.JERSEY CITY, LLC % S. FRIEDLER	80 M.L. KING DR.	\$1,127.05
25601	4	BEAUSIL, ESTAFIL	88 M.L. KING DRIVE	\$1,127.50
25602	1	WILSON, HARVEY	92 M.L. KING DRIVE	\$1,127.50
25602	7	BEAUSIL, ESTOFIL	104 M.L. KING DRIVE	\$1,127.50
25602	8	CALDERON, CARLOS	106 M.L. KING DRIVE	\$1,127.50
25602	9	BROWN PROPERTIES, LLC% ALLINE BROWN	108 M.L. KING DRIVE	\$1,127.50
25602	10	BROWN PROPERTIES, LLC% ALLINE BROWN	110 M.L. KING DRIVE	\$1,127.50
25602	6	SHARPERSON, ANTHONY	102 M.L. KING DRIVE	\$1,127.50
25603	2	NAMS DEVELOPERS, INC.	122 M.L. KING DRIVE	\$1,128.18
25603	3	SKYWAY REALTY, LLC	124 M.L. KING DRIVE	\$1,130.43
25603	4	SKYWAY REALTY, LLC	126 M.L. KING DRIVE	\$1,130.66

26401	13	VAN NOSTRAND AVENUE, LLC	75.5 M.L. KING DRIVE	\$1,217.70
26401	14	PORQUIN, HECTOR & FELICITA	75 M.L. KING DRIVE	\$1,300.01
26401	15	FERNANDES, JENNIFER & ADOLPHUS	73 M.L. KING DRIVE	\$1,364.95
26401	16	REYES, ARACELIS	71 M.L. KING DRIVE	\$1,465.75
26401	17	VAISHNO DEVI, LLC	69 M.L. KING DRIVE	\$1,484.02
26401	20	66 SOUTH PARK, LLC	63 M.L. KING DRIVE	\$1,486.05
26401	21	122 STEVENS AVENUE, LLC	61-61.5 M.L. KING DR.	\$1,510.85
26402	1	AMCM, LLC	76 M.L. KING DRIVE	\$1,609.39
26402	37	TUMAINI KRISTO L.CHURCH A.N.M.S.INC	68 M.L. KING DRIVE	\$1,621.80
26402	38	HALL, WEBSTER	70 M.L. KING DRIVE	\$1,623.60
26402	39	FELIX, MARTHALINA	72 M.L. KING DRIVE	\$1,691.25
26402	40	GIVINS, WILLIE R.	74 M.L. KING DRIVE	\$1,710.42
26403	41	MARQUEZ, MANUEL	50-52 M.L. KING DRIVE	\$1,724.40
26403	1	COMMUNITY OUTREACH TEAM	60 M.L. KING DR.	\$1,781.45
26404	36	FERNANDEZ, FERMONIDES A.	28 M.L. KING DRIVE	\$1,861.73
26404	37	VHM INVESTMENTS,INC %H.M. RIOS	30 M.L. KING DRIVE	\$1,932.54
26404	41	JAIKISSOON, MICHAEL	38 M.L. KING DRIVE	\$2,095.35
26404	42	CASTILL SR., ROBERT & R. JR, MARIA	40 M.L. KING DRIVE	\$2,097.15
26404	40	MAAAS INVESTING LLC	36 M.L. KING DRIVE	\$2,109.55
26404	35	S.L.JACKSON & ASSOC.%NORMAN OSTROV	26 M.L. KING DRIVE	\$2,127.14
26404	1	ARAFI PROPERTIES, LLC	42-44 M.L. KING DRIVE	\$2,142.25
26405	7	RODRIGUEZ, RUBIELA	27 M.L. KING DRIVE	\$2,142.25
26405	6	BROWN, BRIAN & BROWN, LAUREN	29 M.L. KING DRIVE	\$2,255.00
26405	5	THE PROPHETS POT #1 LLC	31 M.L. KING DRIVE	\$2,266.05
26405	8	GREGORY, LARRY	25 M.L. KING DRIVE	\$2,300.10
26405	4	BROWN PROPERTIES, LLC % A. BROWN	31-A M.L. KING DRIVE	\$2,303.48
26405	3	117-121 WADE ST.LLC%WATERFORD MNG	117 WADE ST.	\$2,310.47
26406	15	BRIAN BUILDERS, LLC	55 M.L. KING DRIVE	\$2,433.15
27001	13	SESTA, VICTOR & MARION	1 M.L. KING DR.	\$2,593.25
27002	14	SESTA, VICTOR R.	30 MC ADOO AVE.	\$2,664.96
27002	15	SESTA, VICTOR R.	32 MC ADOO AVE.	\$4,645.30
27002	19	NAMS DEVELOPERS, INC.	18 M.L. KING DRIVE	\$5,366.00
27002	1	CHRISTIAN RATIONALISM REDEEMER CNT	24 M.L. KING DRIVE	\$6,755.08
27002	16	CROFT, DONALD & CHRISTOPHER	10 M.L. KING DR.	#####
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**JACKSON HILL MAIN STREET MANAGEMENT CORP /SID  
PROPOSED FISCAL YEAR BUDGET 2016**

**12/28/2015**

	<b>PROPOSED 2016 BUDGET</b>	<b>2015 BUDGET</b>	<b>ANNUALIZED 2015 ACTUALS</b>
<b>REVENUES</b>			
SID ASSESSMENT	\$244,100	\$212,200	\$212,200
JACKSON HILL HONORS	\$9,000		\$7,800
JACKSON HILL STREET FESTIVAL	\$5,000		\$2,600
JACKSON HILL HOLIDAY MART	\$17,000		\$12,342
JACKSON HILL TURKEY DRIVE	\$3,550		\$3,550
INTEREST ON SAVINGS ACCOUNT	\$280		\$268
RWJ GRANT	\$5,000		\$2,500
<b>TOTAL REVENUES</b>	<b>\$283,930</b>	<b>\$212,200</b>	<b>\$241,261</b>
<b>EXPENSES</b>			
<b><u>Administrative/Management</u></b>			
Salaries/Benefits	\$89,250	\$85,000	\$85,331
Insurance	\$3,800	\$3,000	\$3,457
Rent	\$14,400	\$14,400	\$14,400
Repairs & Maintenance	\$500	\$500	\$0
Accounting/Audit	\$6,000	\$6,500	\$5,580
Business Recruitment		\$1,000	\$0
Grant Writing Consultant	\$41,900		\$0
Utilities	\$2,900	\$1,000	\$1,390
Telephone/Internet	\$1,800	\$2,100	\$1,981
Postage	\$600	\$1,000	\$279
Office Supplies/Equip	\$2,100	\$3,700	\$1,889
Computer Software (ITO)	\$600		
Business Registration Fees	\$200	\$125	\$327
<b><u>Appearance/Maintenance</u></b>			
Holiday Decorations on Corridor	\$2,000	\$15,000	\$1,500
Street Cleaning/Maintenance	\$101,500	\$101,500	\$96,390
<b><u>Marketing</u></b>			
Newsletter	\$6,000	\$2,500	\$1,250
Web Site	\$600	\$1,200	\$600
Promotions/Printing	\$2,000	\$1,000	
Camera Incentive		\$2,000	
<b><u>Jackson Hill Special Events</u></b>			
Workshops/Travel	\$1,000	\$1,000	\$1,125
Jackson Hill Honors	\$5,600		\$5,600
Jackson Hill Street Festival	\$6,000	\$5,000	\$5,587
Annual Membership Mtg	\$500	\$500	\$0
<b>TOTAL EXPENSES</b>	<b>\$289,250</b>	<b>\$248,025</b>	<b>\$226,685</b>
<b>RESERVE</b>	<b>\$5,320</b>	<b>\$35,825</b>	<b>\$14,576</b>

A public hearing on the 2016 Budget of Jackson Hill Main Street Special Improvement District as introduced **February 24, 2016**, will be held **Wednesday, March 23, 2016 at 6:00 P.M.** at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

**Robert Byrne, City Clerk**

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

City Clerk File No. Res. 16.168

Agenda No. 10.F

Approved: MAR 23 2016

TITLE:



## RESOLUTION ADOPTING AND RATIFYING THE 2016 BUDGET OF THE JACKSON HILL MAIN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, at its meeting of February 24, 2016 the Municipal Council of the City of Jersey City introduced and approved the Jackson Hill Main Special Improvements District following budget for the period January 1, 2016 through December 31, 2016, a copy which is attached; and

**WHEREAS**, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on March 23, 2016; and

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

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

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

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

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

1. The Jackson Hill Main Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$289,250.00 for the Jackson Hill Main Special Improvement District for the period January 1, 2016 through December 31, 2016, which sum shall be raised by taxation during the period January 1, 2016 through December 31, 2016.

City Clerk File No. Res. 16-168

Agenda No. 10.F MAR 23 2016

TITLE:

- 2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
- 3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.
- 4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Jackson Hill Main Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

RB/tj

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 3 23 16											
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



**JACKSON HILL MAIN STREET MANAGEMENT CORP /SID  
PROPOSED FISCAL YEAR BUDGET 2016**

**12/28/2015**

	<b>PROPOSED 2016 BUDGET</b>	<b>2015 BUDGET</b>	<b>ANNUALIZED 2015 ACTUALS</b>
<b>REVENUES</b>			
SID ASSESSMENT	\$244,100	\$212,200	\$212,200
JACKSON HILL HONORS	\$9,000		\$7,800
JACKSON HILL STREET FESTIVAL	\$5,000		\$2,600
JACKSON HILL HOLIDAY MART	\$17,000		\$12,342
JACKSON HILL TURKEY DRIVE	\$3,550		\$3,550
INTEREST ON SAVINGS ACCOUNT	\$280		\$268
RWJ GRANT	\$5,000		\$2,500
<b>TOTAL REVENUES</b>	<b>\$283,930</b>	<b>\$212,200</b>	<b>\$241,261</b>
<b>EXPENSES</b>			
<b><u>Administrative/Management</u></b>			
Salaries/Benefits	\$89,250	\$85,000	\$85,331
Insurance	\$3,800	\$3,000	\$3,457
Rent	\$14,400	\$14,400	\$14,400
Repairs & Maintenance	\$500	\$500	\$0
Accounting/Audit	\$6,000	\$6,500	\$5,580
Business Recruitment		\$1,000	\$0
Grant Writing Consultant	\$41,900		\$0
Utilities	\$2,900	\$1,000	\$1,390
Telephone/Internet	\$1,800	\$2,100	\$1,981
Postage	\$600	\$1,000	\$279
Office Supplies/Equip	\$2,100	\$3,700	\$1,889
Computer Software (ITO)	\$600		
Business Registration Fees	\$200	\$125	\$327
<b><u>Appearance/Maintenance</u></b>			
Holiday Decorations on Corridor	\$2,000	\$15,000	\$1,500
Street Cleaning/Maintenance	\$101,500	\$101,500	\$96,390
<b><u>Marketing</u></b>			
Newsletter	\$6,000	\$2,500	\$1,250
Web Site	\$600	\$1,200	\$600
Promotions/Printing	\$2,000	\$1,000	
Camera Incentive		\$2,000	
<b><u>Jackson Hill Special Events</u></b>			
Workshops/Travel	\$1,000	\$1,000	\$1,125
Jackson Hill Honors	\$5,600		\$5,600
Jackson Hill Street Festival	\$6,000	\$5,000	\$5,587
Annual Membership Mtg	\$500	\$500	\$0
<b>TOTAL EXPENSES</b>	<b>\$289,250</b>	<b>\$248,025</b>	<b>\$226,685</b>
<b>RESERVE</b>	<b>\$5,320</b>	<b>\$35,825</b>	<b>\$14,576</b>

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

City Clerk File No. Res. 16.169

Agenda No. 10.6

Approved: MAR 23 2016

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO POLLING PLACE AGREEMENTS WITH THE HUDSON COUNTY BOARD OF ELECTIONS

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, the following elections shall take place in Jersey City on the dates specified below:

**Primary Election - June 7, 2016**  
**General Election & School Board Election - November 8, 2016**

**WHEREAS**, it is the duty of the Hudson County Board of Elections to designate various sites as polling places; and

**WHEREAS**, the Hudson County Board of Elections has so designated the following sites in Jersey City for the above elections:

**D Ward, 11<sup>th</sup> District, 28 Paterson Street**  
**D Ward, 12<sup>th</sup> District, 28 Paterson Street**  
**D Ward, 13<sup>th</sup> District, 28 Paterson Street**

**WHEREAS**, pursuant to N.J.S.A. 40A:12-14(b), it is necessary for the City of Jersey City to enter into license agreements with the Hudson County Board of Elections for the use of the above-mentioned sites.

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

1. The following sites have been designated as polling places:

**D Ward, 11<sup>th</sup> District, 28 Paterson Street**  
**D Ward, 12<sup>th</sup> District, 28 Paterson Street**  
**D Ward, 13<sup>th</sup> District, 28 Paterson Street**

2. The Hudson County Board of Elections in consideration for the use of said sites shall pay the City of Jersey City of Jersey City Fifty Dollars (\$50.00) per site.

3. The Mayor or the Business Administrator is hereby authorized to execute said license on behalf of the City of Jersey City and to take such steps as may be necessary to effectuate the purposes of this resolution.

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

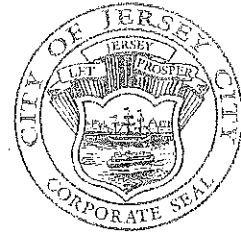
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

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

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

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

City Clerk File No. Res. 16.170  
 Agenda No. 10.H  
 Approved: MAR 23 2016



TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 459 BERGEN AVENUE, A K/A BLOCK 18402, LOT 16, F/K/A BLOCK 1800, LOT B**

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

**WHEREAS**, on January 13, 2006, Louise Johnson (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,640.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 14056 at Page 00157 of the Register of Deeds for Hudson County on February 9, 2006; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 459 Bergen Avenue, Jersey City, also known as Block 18402, Lot 16, f/k/a Block 1800, Lot B; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,640.00 affecting 459 Bergen Avenue, Jersey City, also known as Block 18402, Lot 16, f/k/a Block 1800, Lot B.

JLB/he  
3/08/16

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 3-23-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 459 Bergen Avenue, Jersey City, NJ 07305

**Initiator**

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

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 459 Bergen Avenue, Jersey City, NJ 07305

Block: 18402 f/k/a 1800 Lot: 16 f/k/a B

HORP/SHRP Mortgage Amount: \$ 6,640.00

Execution Date of HORP/SHRP Mortgage: 1/13/2006

Recording Date of HORP/SHRP Mortgage: 2/9/2006 Book: 14056 Page: 00157

**Basis for Discharge of Mortgage:**

Maturity of HORP/SHRP Mortgage: 1/13/2011  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

*[Signature]*  
Signature of Department Director

2/9/16  
Date

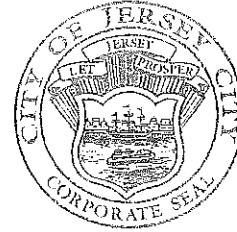
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-171

Agenda No. 10-I

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 95 BIDWELL AVENUE, A/K/A BLOCK 24002, LOT 51, F/K/A BLOCK 1322, LOT 92**

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

**WHEREAS**, on September 27, 2007, Sarah Devone (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$20,688.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 16412 at Page 00257 of the Register of Deeds for Hudson County on October 30, 2007; and

**WHEREAS**, the Mortgage provides that when the Borrower pays or satisfies all amounts under the Note and Mortgage, the Mortgage shall end and the Lender shall execute a cancellation of the Mortgage; and

**WHEREAS**, the mortgage affects property known as 95 Bidwell Avenue, Jersey City, also known as Block 24002, Lot 51, f/k/a Block 1322, Lot 92; and

**WHEREAS**, on February 29, 2016 the Borrower paid off the Mortgage in full and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$20,688.00 affecting 95 Bidwell Avenue, Jersey City, also known as Block 24002, Lot 51, f/k/a Block 1322, Lot 92.

JLB/he  
3/14/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

**Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at:** 95 Bidwell Avenue, Jersey City, NJ 07305

**Initiator**

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

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 95 Bidwell Avenue, Jersey City, NJ 07305

Block: 24002 f/k/a 1322 Lot: 51 f/k/a 92

HORP/SHRP Mortgage Amount: \$ 20,688.00

Execution Date of HORP/SHRP Mortgage: 9/27/2007

Recording Date of HORP/SHRP Mortgage: 10/30/2007 Book: 16412 Page: 00257

**Basis for Discharge of Mortgage:**

Maturity of HORP/SHRP Mortgage: \_\_\_\_\_  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \$ 2,068.80 2/29/2016  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

*[Signature]*  
\_\_\_\_\_  
Signature of Department Director

3/1/16  
\_\_\_\_\_  
Date

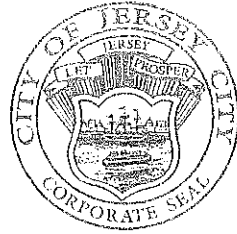
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.172

Agenda No. 10.J

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 16 FLEET STREET, A/K/A BLOCK 6804, LOT 22, F/K/A BLOCK 553, LOT G**

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

**WHEREAS**, on September 11, 2009, Leda Brando (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$24,900.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS**, the Second Mortgage was recorded in Book 17413 at Page 991 of the Register of Deeds for Hudson County on October 21, 2009; and

**WHEREAS**, the Mortgage provides that when the Borrower pays or satisfies all amounts under the Note and Mortgage, the Mortgage shall end and the Lender shall execute a cancellation of the Mortgage; and

**WHEREAS**, on December 9, 2015 the Borrower paid off the Mortgage in full; and

**WHEREAS**, the mortgage affects property known as 16 Fleet Street, Jersey City, also known as Block 6804, Lot 22, f/k/a Block 553, Lot G; and

**WHEREAS**, the Borrower has paid off the loan in full and pursuant to the Mortgage terms 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 \$24,900.00 affecting 16 Fleet Street, Jersey City, also known as Block 6804, Lot 22, f/k/a Block 553, Lot G.

JLB/he  
3/09/16

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 3.23.16											
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.

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

**Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at:** 16 Fleet Street, Jersey City, NJ 07306

**Initiator**

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

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 16 Fleet Street, Jersey City, NJ 07306

Block: 6804 Lot: 22

HORP/SHRP Mortgage Amount: \$ 24,900.00

Execution Date of HORP/SHRP Mortgage: 9/11/2009

Recording Date of HORP/SHRP Mortgage: 10/21/2009 Book: 17413 Page: 991

**Basis for Discharge of Mortgage:**

Maturity of HORP/SHRP Mortgage: \_\_\_\_\_  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \$ 24,900.00 12/9/2015  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/9/16  
Date



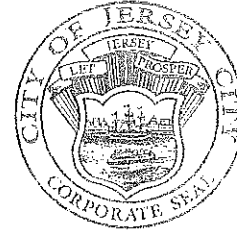
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.173

Agenda No. 10.K

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 512 GARFIELD AVENUE, A/K/A BLOCK 26001, LOT 4, F/K/A BLOCK 1466, LOT 28.DUP**

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

**WHEREAS**, on September 26, 2001, Robert H. Veale (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 8424 at Page 0075 of the Register of Deeds for Hudson County on November 8, 2001; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 512 Garfield Avenue, Jersey City, also known as Block 26001, Lot 4, f/k/a Block 1466, Lot 28.Dup; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 512 Garfield Avenue, Jersey City, also known as Block 26001, Lot 4, f/k/a Block 1466, Lot 28.Dup.

JLB/he  
3/09/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 512 Garfield Avenue, Jersey City, NJ 07307

**Initiator**

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

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 512 Garfield Avenue, Jersey City, NJ 07307

Block: 26001 Lot: 4

HORP/SHRP Mortgage Amount: \$ 6,000.00

Execution Date of HORP/SHRP Mortgage: 9/26/2001

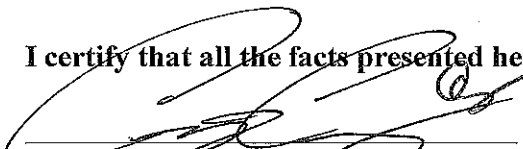
Recording Date of HORP/SHRP Mortgage: 11/8/2001 Book: 8425 Page: 75

**Basis for Discharge of Mortgage:**

Maturity of HORP/SHRP Mortgage: 9/26/2006  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/9/16  
Date

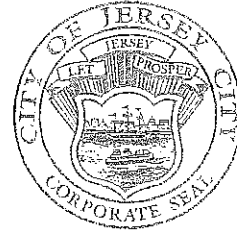
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.174

Agenda No. 10.1

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 12 ROMAR AVENUE, A/K/A BLOCK 28501, LOT 3, F/K/A BLOCK 1255.5, LOT 22.A**

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

**WHEREAS**, on April 16, 2010, Frances Keller and Donna Fitzmaurice (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$11,925.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS**, the Second Mortgage was recorded in Book 17505 at Page 901 of the Register of Deeds for Hudson County on May 3, 2010; and

**WHEREAS**, the Mortgage provides that when the Borrower pays or satisfies all amounts under the Note and Mortgage, the Mortgage shall end and the Lender shall execute a cancellation of the Mortgage; and

**WHEREAS**, on January 7, 2016 the Borrowers paid off the Mortgage in full; and

**WHEREAS**, the mortgage affects property known as 12 Romar Avenue, Jersey City, also known as Block 28501, Lot 3, f/k/a Block 1255.5, Lot 22.A; and

**WHEREAS**, the Borrowers have paid off the loan in full and pursuant to the Mortgage terms 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 \$11,925.00 affecting 12 Romar Avenue, Jersey City, also known as Block 28501, Lot 3, f/k/a Block 1255.5, Lot 22.A.

JLB/he  
3/09/16

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 3 23 16											
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.

Rblando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk


**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

**Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at:** 12 Romar Avenue, Jersey City, NJ 07305

**Initiator**

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

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 12 Romar Avenue, Jersey City, NJ 07305

Block: 28501 Lot: 3

HORP/SHRP Mortgage Amount: \$ 11,925.00

Execution Date of HORP/SHRP Mortgage: 4/16/2010

Recording Date of HORP/SHRP Mortgage: 5/3/2010 Book: 17505 Page: 901

**Basis for Discharge of Mortgage:**

Maturity of HORP/SHRP Mortgage: \_\_\_\_\_  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \$ 9,540.00 1/12/2016  
Payoff Amount Date Payoff Received

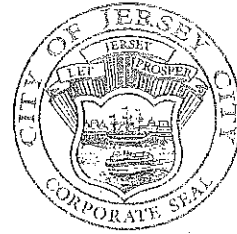
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/9/16  
Date

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

City Clerk File No. Res. 16.175  
 Agenda No. 10.M  
 Approved: MAR 23 2016



TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 84 WARNER AVENUE, A/F/A BLOCK 26404, LOT 23, F/K/A BLOCK 1352, LOT 8**

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

**WHEREAS**, on January 5, 2006, Ingrid Gaynor (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$1,920.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 14056 at Page 00163 of the Register of Deeds for Hudson County on February 9, 2006; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 84 Warner Avenue, Jersey City, also known as Block 26404, Lot 23, f/k/a Block 1352, Lot 8; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$1,920.00 affecting 84 Warner Avenue, Jersey City, also known as Block 26404, Lot 23, f/k/a Block 1352, Lot 8.

JLB/he  
3/08/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 84 Warner Avenue, Jersey City, NJ 07305

**Initiator**

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

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

**Resolution Purpose**

**Discharge of HORM/SHRP Mortgage affecting real property located at:**

Property Address: 84 Warner Avenue, Jersey City, NJ 07305

Block: 26404 f/k/a 1352 Lot: 23 f/k/a 8

HORM/SHRP Mortgage Amount: \$6,640.00<sup>192d</sup>

Execution Date of HORM/SHRP Mortgage: 1/5/2006

Recording Date of HORM/SHRP Mortgage: 2/9/2006 Book: 14056 Page: 00163

**Basis for Discharge of Mortgage:**

Maturity of HORM/SHRP Mortgage: 1/5/2011  
Maturity Date

Satisfaction of HORM/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

*[Signature]*  
Signature of Department Director

2/9/16  
Date

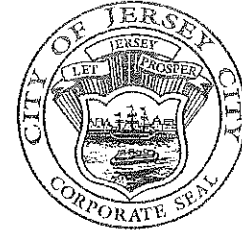
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.176

Agenda No. 10.N

Approved: MAR 23 2016

TITLE:



**A RESOLUTION URGING THE STATE LEGISLATURE TO ENACT ASSEMBLY BILL A-302 SUPPORTING RESTORATION OF ENERGY TAX RECEIPTS TO MUNICIPAL GOVERNMENTS BUT URGING THE STATE LEGISLATURE TO ELIMINATE THE RESTRICTION ON THE USE OF THE REVENUE DERIVED FROM ENERGY TAX RECEIPTS**

**WHEREAS**, the State collects taxes on gas and electric utilities pursuant to N.J.S.A. 52:27D-438 et seq., also known as the "Energy Tax Receipts Property Tax Relief Act"; and

**WHEREAS**, in the past, these taxes were originally collected by the host municipalities, but then the State made itself the collection agent, promising to remit the proceeds from these taxes back to the municipalities; and

**WHEREAS**, since 2008, however, the State has kept the revenue from these taxes to plug gaps in the State budget rather than remit the proceeds back to the municipalities; and

**WHEREAS**, as a result, municipalities did not receive hundreds of millions of dollars in funding in Fiscal Years 2009, 2010, and 2011, and the State has provided no plan to restore any of this funding to the municipalities in the near future; and

**WHEREAS**, denying the municipalities this revenue for several years has created deep funding gaps in many municipal budgets and forced many municipalities to sharply increase already burdensome property taxes; and

**WHEREAS**, Jersey City has been denied millions of dollars in revenue as a result of the State's actions; and

**WHEREAS**, in recognition of the need to restore these revenues back to the individual municipalities, Assembly Bill A-302 was introduced before the Legislature; and

**WHEREAS**, although the Bill would return Energy Tax Receipts funding for all municipalities back to 2008 levels by Fiscal Year 2021, it would also require that the municipalities use the money from Energy Tax Receipts solely to reduce property taxes, thus denying locally elected and locally responsible mayors and municipal governing bodies the ability to determine the best use for this revenue; and

**WHEREAS**, the New Jersey League of Municipalities has urged the governing bodies of all of the State's municipalities to pass resolutions in support of returning Energy Tax Receipts funding for all municipalities back to 2008 levels by Fiscal Year 2021, but only if Assembly Bill A-302 is amended to remove the provision requiring municipalities to use the money from Energy Tax Receipts solely to reduce property taxes; and

**WHEREAS**, the League believes that mayors and governing bodies are best suited to assess local needs, and to determine the highest and best use for these revenues, which were always intended to fund local priorities and services in the first place; and

**WHEREAS**, the City of Jersey agrees that the mayors and governing bodies of the State's various municipalities are best suited to determine the highest and best use for these revenues.

**NOW THEREFORE BE IT RESOLVED THAT**, the Municipal Council of the City of Jersey City hereby

TITLE:

**A RESOLUTION URGING THE STATE LEGISLATURE TO ENACT ASSEMBLY BILL A-302 SUPPORTING RESTORATION OF ENERGY TAX RECEIPTS TO MUNICIPAL GOVERNMENTS BUT URGING THE STATE LEGISLATURE TO ELIMINATE THE RESTRICTION ON THE USE OF THE REVENUE DERIVED FROM ENERGY TAX RECEIPTS**

(1) Thanks the sponsors of Assembly Bill A-302, Assemblyman Troy Singleton, Assemblyman Jay Webber, Assemblyman Herb Conaway, Jr., Assemblyman Parker Space, as well as its co-sponsors Assemblywoman Amy Handlin, Assemblywoman Pamela Lampitt and Assemblyman Vincent Mazzeo, for their efforts to restore the revenue derived from the taxes imposed on gas and electric utilities pursuant to the "Energy Tax Receipts Property Tax Relief Act" back to the State's municipalities;

(2) Asks that our legislators amend Assembly Bill A-302 to remove the provision requiring municipalities to use the money from Energy Tax Receipts solely to reduce property taxes, and

(3) Directs that the City Clerk forward a certified copy of this Resolution to our representatives in the General Assembly, to the Speaker of the General Assembly, to our State Senator, to the President of the State Senate, to the New Jersey League of Municipalities and to the Governor of New Jersey.

JJH 3/2/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Resolution**

**A RESOLUTION URGING THE STATE LEGISLATURE TO ENACT ASSEMBLY BILL A-302 SUPPORTING RESTORATION OF ENERGY TAX RECEIPTS TO MUNICIPAL GOVERNMENTS BUT URGING THE STATE LEGISLATURE TO ELIMINATE THE RESTRICTION ON THE USE OF THE REVENUE DERIVED FROM ENERGY TAX RECEIPTS**

**Initiator**

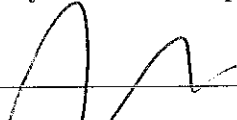
Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	201-547-6544	malbiez@jcnj.org

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 urge the State Legislature to enact certain provisions of Assembly Bill A-302 which would restore funding from the Energy Receipts Tax back to the State's various municipalities. However, this Resolution also urges that Assembly Bill A-302 be amended to remove the provision requiring that the revenue from the Energy Receipts Tax be used only to lower property taxes.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Chief of Staff

March 8, 2016

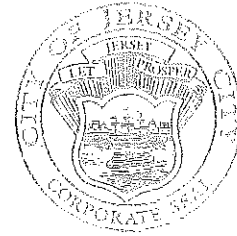
Date

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

City Clerk File No. Res. 16.177

Agenda No. 10.0

Approved: MAR 23 2016



TITLE: **RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF A HUDSON COUNTY OPEN SPACE TRUST FUND GRANT FOR THE BERRY LANE PARK IMPROVEMENT PROJECT**

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund ("County Trust Fund") provides matching grants to municipal governments and to nonprofit organizations for assistance in the acquisition and development or redevelopment of lands for outdoor recreation and conservation purposes; and

**WHEREAS**, the City of Jersey City ("City") desires to further the public interest by obtaining a matching grant of \$225,000 from the County Trust Fund to fund the Berry Lane Park - Phase V Site Improvement Project; and

**WHEREAS**, the City has reviewed the County Trust Fund Program Statement, and the Trust Fund Park Improvement application and instructions and desires to make an application for such matching grant and provide application information and furnish such documents as may be required; and

**WHEREAS**, the County of Hudson shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and

**WHEREAS**, the City is willing to use the County Trust Fund in accordance with such rules, regulations, and applicable statutes, and is willing to enter into an agreement with the County of Hudson for the Berry Lane Park - Phase V Site Improvement Project and ensure its completion on or about the project contract expiration date.

**WHEREAS**, matching funds in the amount of \$2,657,000, have already been pledged from other capital and grant sources; and

**WHEREAS**, the acceptance of this grant will enhance efforts by the City to create recreational resources for the residents and tourists of Jersey City.

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

1. Steven M. Fulop, Mayor or Robert Kakoleski, Business Administrator, is hereby authorized to submit the above completed project application to the County, as established by the County, and is authorized to execute a grant agreement, should the grant be awarded by the County; and
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the City has, or will secure, the balance of the funding necessary to complete the project, or modify the project as necessary; and
3. The City has already committed to providing a match for the project in the amount of \$1,532,000 in Capital funds and \$1,100,000 from a NJDEP Green Acres grant.
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement; and
5. That the City agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
6. That this resolution shall take effect immediately.

TITLE:

**RESOLUTION AUTHORIZING THE APPLICATION  
 AND ACCEPTANCE OF A HUDSON COUNTY OPEN  
 SPACE TRUST FUND GRANT FOR THE BERRY  
 LANE PARK IMPROVEMENT PROJECT**

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 <u>3 23 16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION 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 APPLICATION AND ACCEPTANCE OF A HUDSON COUNTY OPEN SPACE TRUST FUND GRANT FOR THE BERRY LANE PARK IMPROVEMENT PROJECT**

**Initiator**

Department/Division	Jersey City Redevelopment Agency	
Name/Title	Benjamin Delisle	Director of Development
Phone/email	201-761-0822	delisleb@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 application to the Hudson County Open Space Trust Fund for a grant in the amount of \$225,000 for Berry Lane Park - Phase V. Phase V will consist of the construction of the skate park and pavilion within the park. Sufficient matching funds have already been secured for this grant application vis-à-vis a \$1.1M grant from DEP Green Acres already awarded to the City and by capital dollars already committed to the project to the JCRA. Therefore no additional cash match is required for this application. The resolution also authorizes the execution of a grant agreement, should the grant be awarded.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

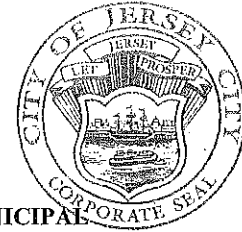
3/21/16  
Date

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

City Clerk File No. Res. 16.178

Agenda No. 10.P

Approved: MAR 23 2016



TITLE:

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, APRIL 10, 2016 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMMITTEE FOR THE PURPOSE OF THE KATYN FOREST MASSACRE MEMORIAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Katyn Forest Massacre Memorial Committee to close Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Sunday, April 10, 2016 for the purpose of a the Katyn Forest Massacre memorial; and

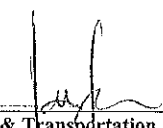
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 276-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

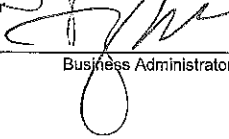
**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) and Chapter 122, Section 122-8 (A)(C) as the application for the street closing has been filed by a nonresident and the event starts earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 Chapter 122, Section 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Sunday, April 10, 2016.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

JDS:pc1  
(03.11.16)

APPROVED AS TO LEGAL FORM  


Corporation Counsel

Certification Required

Not Required

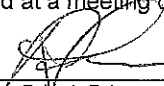
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, APRIL 10, 2016 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMMITTEE FOR THE PURPOSE OF THE KAYNE FOREST MASSACRE MEMORIAL**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Chris Nowak on behalf of Katyn Forest Massacre Memorial Committee, PO Box 1602, Cranford, NJ 07016 609.580.0232	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

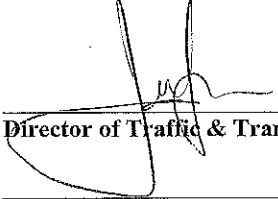
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

RESOLUTION AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SUNDAY, APRIL 10, 2016 FOR THE PURPOSE OF THE KATYN FOREST MASSACRE MEMORIAL

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

I certify that all the facts presented herein are accurate.

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

3/14/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** March 11, 2016

**TO:** Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
James Shea, Director, Department of Public Safety  
Candice Osborne, Councilwoman, Ward E

**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Engineering, Traffic and Transportation

**SUBJECT:** PROPOSED STREET CLOSING RESOLUTION

2016 MAR 16 7 17 PM  
RECEIVED

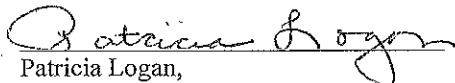
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following streets:

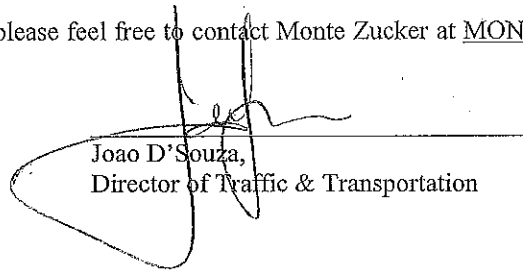
- Exchange Place beginning 10:00 a.m. and ending 6:00 p.m., Sunday, April 10, 2016.

The street closing was requested by Chris Nowak on behalf of the Katyn Forest Massacre Memorial Committee for the purpose of the Katyn Forest Massacre memorial.

Councilwoman Osborne has been advised of the street closing and is in favor of it. (Email attached) It is anticipated the Resolution will be on the Agenda for the March 23, 2016 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at [MONTE@icnj.org](mailto:MONTE@icnj.org) or at extension 4469.

  
Patricia Logan,  
Supervising Traffic Investigator

  
Joao D'Souza,  
Director of Traffic & Transportation

- C: Jose R. Cunha, P.E., Municipal Engineer  
Andrew Vischio, P.E., Assistant Traffic Engineer  
Mark Albiez, Chief of Staff  
Captain Solliti, Commander, East District  
Chief Philip Zacche, Police Dept.  
Chief Darren Rivers, Fire Dept.  
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division  
Council President Lavarro, Jr.      Councilwoman Watterman      Councilman Rivera  
Councilman Gajewski      Councilman Ramchal      Councilman Boggiano  
Councilman Yun      Councilwoman Coleman

## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** EXCHANGE PL

PURPOSE OF EVENT: Katyn Forest Massacre memorial

**BEGINS: 10AM ENDS: 6PM**

**Sunday, April 10, 2016**

**APPLICANT:** Chris Nowak

**ORGANIZATION:** Katyn Forest Massacre Memorial Committee

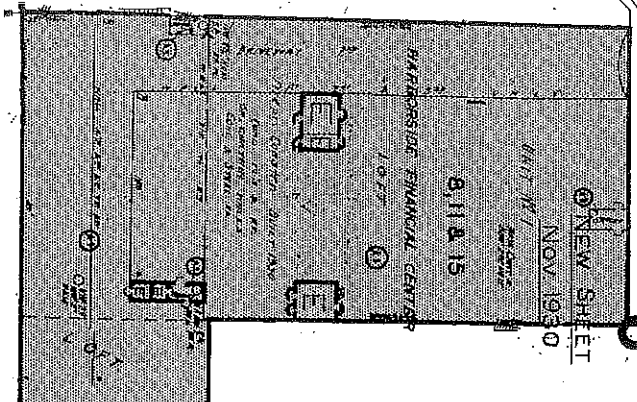
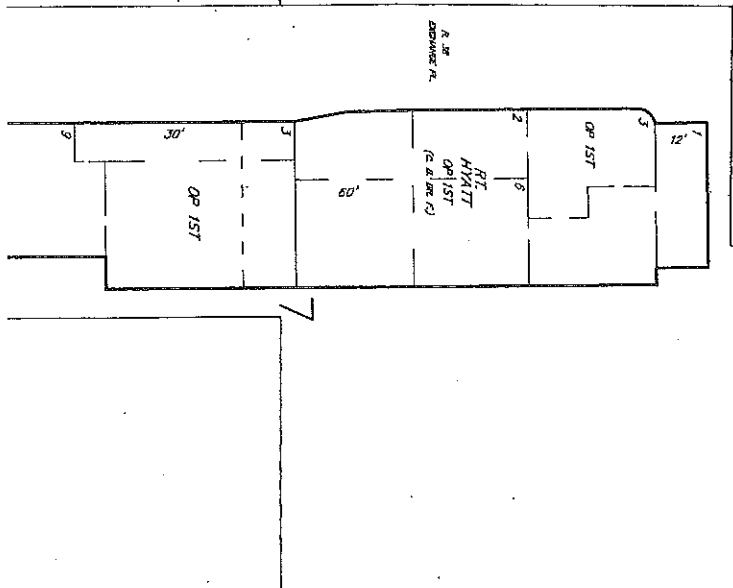
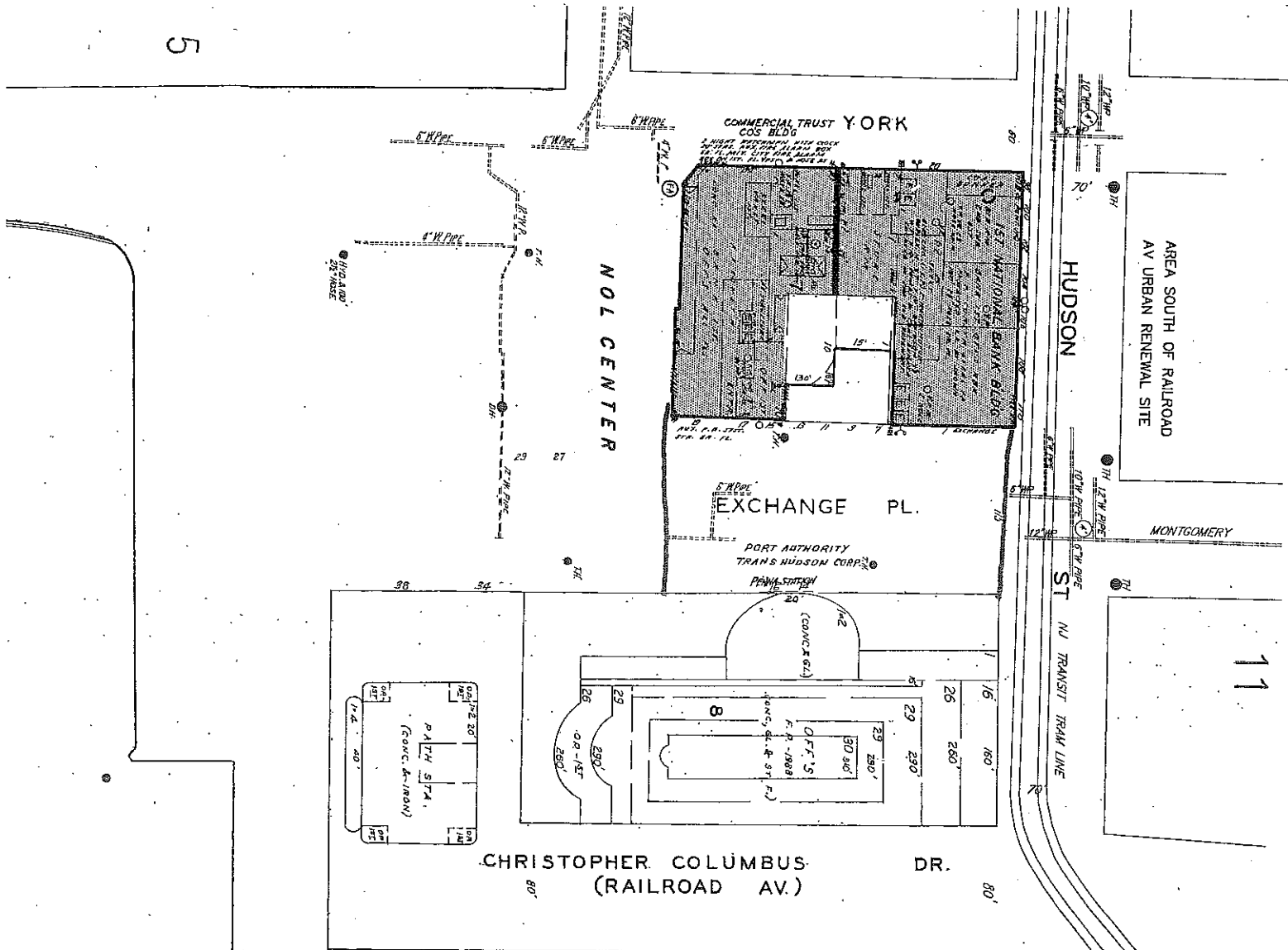
**ADDRESS:** PO Box 1602, Cranford NJ 07016

**PHONE #:** 609.580.0232

**BEING WAIVED:** Nonresident, start time



5



AREA SOUTH OF RAILROAD AV URBAN RENEWAL SITE

MONTGOMERY

HUDSON

ST NO TRANSIT TRAM LINE

CHRISTOPHER COLUMBUS DR. (RAILROAD AV.)

HUDSON ST

6

11

100'

NEW SHEET  
NOV 1980

THIS SECTION IS FOR OFFICE USE ONLY

THIS SECTION IS FOR OFFICE USE ONLY



Event Name: EXCHANGE PL

Event Date: APRIL 10

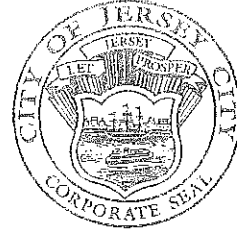
<b>JERSEY CITY DIVISION OF TRAFFIC &amp; ENGINEERING</b>		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>PENDING COUNCIL APPROVAL</u>					
Signature of Traffic Engineer: <u>[Signature]</u>		Date: <u>3/2/16</u>			
<b>JERSEY CITY POLICE DEPARTMENT   DISTRICT COMMANDER</b>		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): _____					
Signature of JCPD District Commander: <u>[Signature]</u>		Date: <u>2/18/16</u>			
<b>JERSEY CITY POLICE DEPARTMENT   POLICE CHIEF</b>		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): _____					
Signature of JC Police Chief: <u>[Signature]</u>		Date: <u>2/22/16</u>			
<b>JERSEY CITY POLICE DEPARTMENT   DIRECTOR'S OFFICE</b>		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): _____					
Signature of JC Police Director: <u>[Signature]</u>		Date: <u>02/24/2016</u>			
<b>JERSEY CITY FIRE DEPARTMENT</b>		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>NO OPEN FLAMES</u>					
Signature of JC Fire Official: <u>[Signature]</u>		Date: <u>2/26/16</u>			
<b>JERSEY CITY HEALTH DEPARTMENT</b>		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
Comment(s): <u>NO Ford at event to be sold</u>					
Signature of Health Officer: <u>[Signature]</u>		Date: <u>3/1/16</u>			
<b>JERSEY CITY DIVISION OF PARK AND FORESTRY</b>		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): _____					
Signature of Division Director: <u>[Signature]</u>		Date: <u>3/1/16</u>			
<b>JERSEY CITY DEPARTMENT OF PUBLIC WORKS   DIRECTOR'S OFFICE:</b>		Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Reason for Denial   Modification: <u>Mail Request</u>					
Signature of Department Director: <u>[Signature]</u>		Date: <u>3/2/16</u>			

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

City Clerk File No. Res. 16.179

Agenda No. 10.0

Approved: MAR 23 2016



**TITLE: RESOLUTION OF THE CITY OF JERSEY CITY CONSENTING TO THE UNDERTAKING OF CERTAIN CAPITAL PROJECTS BY THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, the City of Jersey City (the "City") and the Jersey Municipal Utilities Authority (formerly the Jersey City Sewerage Authority) (the "Authority") have entered into that certain 2005 Amended and Restated Water Services Franchise and Service Agreement with respect to the Water System on September 30, 2005 (the "Water Franchise Agreement"); and

**WHEREAS**, pursuant to the Water Franchise Agreement, the Franchise Period, as defined therein, extends until December 31, 2027; and

**WHEREAS**, the Water Franchise Contract provides that if the Authority issues bonds to finance capital projects concerning the Water System ("Water Bonds") which have a maturity that extends beyond the Franchise Period, the Water Bonds shall be subject to the approval of the City; and

**WHEREAS**, in consultation with the Authority's engineers and the Department of Environmental Protection, the Authority has determined that the capital projects outlined in Exhibit A, attached hereto and by this reference incorporated herein (the "Water Projects"), are necessary and appropriate to continue the operations of the Water System in proper order; and

**WHEREAS**, the total estimated cost of the Water Projects is approximately \$51,000,000, as further described in Exhibit A attached hereto; and

**WHEREAS**, the Authority is seeking to fund the Projects through the New Jersey Environmental Infrastructure Trust Financing Program (the "Program"), which provides low-interest loans and zero-interest loans in order to minimize the borrowing cost of sewer and water infrastructure; and

**WHEREAS**, the Water Bonds shall mature in 2034, beyond the Franchise Period; and

**WHEREAS**, the Authority desires to obtain the approval of the City Council to undertake the Water Projects and issue the Water Bonds.

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

1. Pursuant to the Water Franchise Contract, the City hereby consents to the Authority's undertaking of the Water Projects delineated in Exhibit A attached hereto and to the issuance of the Authority's Water Bonds, forms of which are attached hereto as Exhibit B.

2. This resolution shall take effect immediately.

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 3.23.16											
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

## EXHIBIT A

### WATER PROJECTS

#### Transmission Main Installation (0906001-006)

Install approximately 8,600 LF of 24" and 30" interconnecting water transmission main that will run from the Greene Street and Morris Street intersection; along Morris Street; through the Liberty Harbor North and Grand Jersey Redevelopment Areas; underneath a Conrail line and the New Jersey Turnpike; and continue along Whiton Street and Communipaw Avenue to an existing 20" water main connection located in the western portion of the City.

Estimated Project Cost:       \$18,500,000

#### Boonton Reservoir Gravity Pipe (0906001-008-01)

The project will take place on the site of the JCMUA Water Treatment Plant. The pipeline crosses Greenbank Road and extends to the lower gate house for the Boonton Reservoir. The basic concept of the project is to allow gravity flow from the Boonton Reservoir to the JCMUA Water Treatment Plant most of the year, depending on demand and reservoir levels. The gravity pipeline will bypass the existing raw water pumping station, which would result in substantial energy savings.

Estimated Project Cost:       \$2,000,000

#### Journal Square North C&L Project (0906001-010)

Rehabilitation of 18,800 linear ft of cast iron water mains, and replacement of 4,000 linear ft of water mains from Jefferson to South, Franklin to North, Congress to West and Ogden to East

Estimated Project Cost:       \$7,500,000

#### Replace 30 Large Valves (0906001-011)

The JCMUA's water distribution system contains approximately 441 large valves (greater than 16-inch diameter). These valves are critical to maintaining reliable system operation and isolating portions of the system in response to main breaks. However, a number of these valves are old and consequently either do not fully close or cannot be operated. As a result, the JCMUA has instituted an on-going multi-year program to replace defective large valves. The project for which

funding is being sought at this time involves the replacement of approximately thirty (30) large valves.

Estimated Project Cost:       \$6,000,000

Replace 20,000 Linear Feet of Water Mains (0906001-012)

The project consists of water main replacement in the area bounded by Manila Avenue on the east, First Street on the south, Brunswick Street on the west, and Fifth Street on the north. A small portion of Coles Street between First Street and Columbus Drive is also included.

Estimated Project Cost:       \$17,000,000

**EXHIBIT B**

**FORM OF WATER BONDS**

**JERSEY CITY MUNICIPAL UTILITIES AUTHORITY**

**WATER REVENUE BOND (2016 SERIES \_\_)**

No. R-\_\_ \$ \_\_\_\_\_

REGISTERED OWNER: State of New Jersey

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

DATED DATE: \_\_\_\_\_, 2015

AUTHENTICATION DATE: \_\_\_\_\_, 2015

MATURITY DATE \_\_\_\_\_, 2034

INTEREST RATE PER ANNUM: \_\_\_\_%

**JERSEY CITY MUNICIPAL UTILITIES AUTHORITY** (hereinafter called the "Borrower"), a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, acknowledges itself indebted and for value received hereby promises to pay to the order of the State of New Jersey (the "State") the principal amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, plus any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. The Borrower irrevocably pledges its Revenues (as defined in the Loan Agreement) for the punctual payment of the principal of, and all other amounts due under, this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to the Municipal and County Utilities Authorities Law, P.L. 1957, c. 183, (N.J.S.A. 40:14B-1 *et seq.*), (the "Act"), other applicable laws, a bond resolution of the Authority entitled "Resolution Authorizing the Issuance of Revenue Bonds of the Jersey City Municipal Utilities Authority", adopted on January 28, 1998 as amended on March 31, 1998, and as further amended and supplemented from time to time, including without limitation, that certain resolution entitled "Supplemental Bond Resolution Authorizing the Issuance of Not to Exceed \$53,500,000 Water Revenue Bonds, Series 2015, of the Jersey City Municipal Utilities Authority", adopted on \_\_\_\_\_, 2015 (such resolutions shall be collectively referred to herein as the "Resolution"), and the Loan Agreement dated as of \_\_\_\_\_, 2016 by and between the State, acting by and through the New Jersey Department of Environmental Protection, and the Borrower (the "Loan Agreement"). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence the payment obligations of the Borrower set forth therein. Payments under

this Borrower Bond shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee (as defined in the Loan Agreement) for the account of the State. This Borrower Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Borrower Bond.

Pursuant to the Loan Agreement, disbursements shall be made by the State to the Borrower upon receipt by the State of requisitions from the Borrower executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the State under the Loan Agreement or under any other agreement between the Borrower and the State or out of any indebtedness or liability at any time owing to the Borrower by the State or for any other reason.

This Borrower Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

This Borrower Bond is one of a Series of Bonds designated as "Water Revenue Bonds, Series 2016", dated the above-stated date and duly issued under and by virtue of the Act and under and pursuant to the Resolution (the "Bonds"). Copies of the Resolution are on file at the office of the Borrower in the City of Jersey City, New Jersey, and at the principal corporate trust office of M&T Bank, Jersey City, New Jersey, as trustee under the Resolution, and reference to the Resolution and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the nature and extent of the security for the Bonds, the funds pledged, the nature, manner and extent of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, the terms and conditions upon which the Bonds are issued and may be issued thereunder and a statement of the rights, duties, immunities and obligations of the Borrower and the Trustee. Such pledge and other obligations of the Borrower under the Resolution may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

To the extent and in the respects permitted by the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by action on behalf of the Borrower taken in the manner and subject to the conditions and exceptions prescribed in the Resolution.

The principal of this Borrower Bond may be declared due and payable whether or not in advance of maturity, and any such declaration and its consequences may be annulled, as provided in the Act.

This Borrower Bond is transferable only upon the books of the Borrower kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person, or by his duly authorized attorney, upon surrender with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his duly authorized attorney, and thereupon a new registered bond or bonds, without coupons, and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The Borrower, the Trustee and any Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of received payment of, or on account of, the principal or Redemption Price (if applicable) hereof and interest due hereon and for all other purposes.

The Act provides that neither the members of the Borrower nor any person executing bonds of the Borrower shall be liable personally on said bonds by reason of the issuance thereof.

This Borrower Bond is not and shall not be in any way a debt or liability of the State of New Jersey or of any county or municipality and does not and shall not create or constitute any indebtedness, liability or obligation of the State of New Jersey or of any county or municipality, either legal, moral or otherwise.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of this Borrower Bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

This Borrower Bond shall not be entitled to any security, right or benefit under the Resolution or be valid or obligatory for any purpose, unless the certificate of authentication herein has been duly executed by the Registrar.

To the extent provided by law, this Borrower Bond is junior and subordinate in all respects to any bonds of the Borrower to be issued to the New Jersey Environmental Infrastructure Trust, on or after the date hereof but prior to the date that is one year after the date hereof, as to lien on, and source and security for payment from, the general tax revenues of the Borrower.



**IN WITNESS WHEREOF, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY** has caused this bond to be signed in its name and on its behalf by the manual or facsimile signature of the Chairperson or Vice Chairperson, and its corporate seal to be affixed, imprinted or reproduced herein and attested by the manual or facsimile signature of its Assistant Secretary, all as of the original issue date hereinabove mentioned.

**JERSEY CITY MUNICIPAL  
UTILITIES AUTHORITY**

By: \_\_\_\_\_  
Marie Tauro  
Chairperson

(SEAL)

ATTEST:

\_\_\_\_\_  
Daniel F. Becht, Esq.  
Assistant Secretary

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in the within-mentioned Resolution and is one of the Water Revenue Bonds, Series 2016 of the Jersey City Municipal Utilities Authority.

**MANUFACTURERS AND TRADING TRUST  
COMPANY,**  
as Registrar

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

Date of Authentication: \_\_\_\_\_, 2016

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Water Revenue Bond, Series 2016, and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ Attorney to transfer the within Water Revenue Bond, Series 2016 on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

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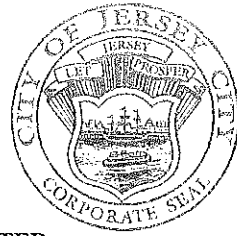
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.180

Agenda No. 10.R

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF CONFIRMATION IN CONNECTION WITH THE REDEVELOPMENT PROJECT OF KRE HAMILTON URBAN RENEWAL LLC KNOWN AS 485 MARIN**

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

**WHEREAS**, KRE Hamilton Urban Renewal LLC ("KRE Hamilton") is the developer of a project known as 485 Marin which is located at 485 Luis Munoz Marin Boulevard, Jersey City; and

**WHEREAS**, KRE Hamilton will construct a building that will contain approximately 397 residential apartment units; and

**WHEREAS**, KRE Hamilton's project also includes the construction of an approximately 1.05 acre park that will be used as a public park; and

**WHEREAS**, project lender requires that KRE Hamilton provide a letter of confirmation executed by the City of Jersey City ("City") confirming that the Financial Agreement dated September 29, 2015 between the City and KRE Hamilton and the Developer's Agreement between the City and KRE Hamilton that will be executed after its anticipated approval by the City Council on March 23, 2016 are both in full force and effect on the date that the letter of confirmation is executed by City officials.

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

- 1) the above recitals are incorporated herein by reference;
- 2) the Mayor or Business Administrator is authorized to execute the Letter of Confirmation, in substantially the form of the attached; and
- 3) the appropriate City officials are authorized to take such other actions and to execute such other documents as may be necessary to accomplish the purposes of this resolution.

RR  
3-14-16

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 3 23 16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - 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 EXECUTION OF A LETTER OF CONFIRMATION IN CONNECTION WITH THE REDEVELOPMENT PROJECT OF KRE HAMILTON URBAN RENEWAL LLC KNOWN AS 485 MARIN**

**Project Manager**

Department/Division	Law	Law
Name/Title	Raymond Reddington	Asst. Corporation Counsel
Phone/email	547-5063	<a href="mailto:RaymondR@jcnj.org">RaymondR@jcnj.org</a>

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

**Contract Purpose**

KRE Hamilton Urban Renewal LLC (“KRE Hamilton”) is the developer of a project known as 485 Marin which is located at 485 Marin Boulevard. KRE Hamilton will construct a building that will contain approximately 397 residential apartment units. KRE Hamilton’s project also includes the construction of an approximately 1.05 acre park that will be used as a public park. The project lender requires that KRE Hamilton provide a letter of confirmation executed by the City confirming that the Financial Agreement dated September 29, 2015 between the City and KRE Hamilton and the Developer’s Agreement between the City and KRE Hamilton that will be executed after its anticipated approval by the City Council on March 23, 2016 are both in full force and effect on the date that the letter of confirmation is executed by City officials.

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

Not applicable

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

Not applicable

**Type of award**

Not Applicable

**If “Other Exception”, enter type**

**Additional Information**

JPMorgan Chase Bank, N.A.,  
as administrative agent (hereinafter, "Agent")  
for itself and certain co-lenders (collectively, "Lenders")  
270 Park Avenue, 45<sup>th</sup> Floor  
New York, New York 10017  
Attention: William E. Schachat

RE: Financial Agreement (the "Financial Agreement"), dated as of September 29, 2015, by  
and between KRE Hamilton Urban Renewal LLC (the "Borrower") and the City of  
Jersey City, a Municipal Corporation of the State of New Jersey (the "City")

[Developer Agreement (the "Developer Agreement"), dated \_\_\_\_\_, 20\_\_, by  
and between Borrower and the City]

Ladies and Gentlemen:

The City hereby represents and certifies to, and agrees with, Agent and the Lenders as set forth below (*capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Financial Agreement*):

1. Each of the Developer Agreement and the Financial Agreement is in full force and effect in accordance with its terms and has not been amended or modified.
2. Borrower is the "Developer" under the Developer Agreement as of the date hereof.
3. There is no default or breach, nor any event or condition which, with the passage of time or the giving of notice, or both, could constitute a default or breach under the Financial Agreement [or the Developer Agreement] on the part of the City, or to the City's knowledge, on the part of Borrower.
4. The City shall provide Agent with copies of all written notice of default sent to Borrower pursuant to the Financial Agreement [and/or the Developer Agreement] simultaneously with the transmission of such notice to Borrower, with such notices addressed as follows:

JPMorgan Chase Bank, N.A., as Agent  
270 Park Avenue, 45<sup>th</sup> Floor  
New York, New York 10017  
Attention: William E. Schachat  
Facsimile No. (646) 534-6301

With copies to:

JPMorgan Chase Bank, N.A., as Agent  
700 North Pearl Street, 13<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention: Lita Scott  
Facsimile No. (214) 965-3320

JPMorgan Chase Bank, N.A., as Agent  
4 New York Plaza  
New York, New York 10004  
Attention: Lanre Williams  
Facsimile No. (917) 849-0184

Riemer & Braunstein LLP  
7 Times Square, Suite 2506  
New York, New York 10036  
Attention: Steven J. Weinstein, Esq.  
Facsimile No. (617) 692-3503

5. Agent shall have the right (but not the obligation) to cure any default of Borrower under the Financial Agreement [and/or the Developer Agreement], and the City shall accept performance by Agent with the same force and effect as though performed by Borrower. Agent shall have a period of (i) fifteen (15) days, in the case of a default of any payment obligation of Borrower under the Financial Agreement [or the Developer Agreement], as applicable, and (ii) sixty (60) days, in the case of any other default, beyond the period that is given to Borrower under the Financial Agreement [or the Developer Agreement], as applicable, to remedy the default, which cure periods shall be reasonably extended for so long as Agent is prosecuting such cure to completion with reasonable diligence.

6. Any transfer of the Project pursuant to a foreclosure, deed in lieu of foreclosure or otherwise in connection the enforcement of Agent's rights and remedies under the mortgage granted by Borrower to Agent (the "**Mortgage**") shall not constitute a default under the Financial Agreement [or the Developer Agreement], and Agent shall be permitted to effectuate any such foreclosure, deed in lieu of foreclosure or such other enforcement transaction (individually and collectively, an "**Enforcement Transaction**") in its own name or in the name of a nominee or designee. In connection with an Enforcement Transaction, and pursuant to N.J.S.A. 40A:20-10(a), the City shall consent to a transfer of the Project to an "urban renewal entity" formed under N.J.S.A. 40A:20-1 et seq., owning no other project at the time of the transfer and otherwise in compliance with the terms of the Financial Agreement, and upon the assumption by the urban renewal entity transferee of the Borrower's obligations under the Financial Agreement [and the Developer Agreement], the tax exemption set forth in the Financial Agreement shall continue and inure to the urban renewal transferee [and the transferee shall succeed as "developer" under the Developer Agreement].

7. The execution and delivery of the Mortgage shall not constitute a default under the Financial Agreement [or the Developer Agreement].

8. Neither the [Developer Agreement] nor the Financial Agreement shall be amended or modified without prior notice to Agent.

9. This letter agreement shall inure to the benefit of Borrower, Agent and the Lenders, their respective successors and assigns, and shall be binding upon the City, and the City's successors and assigns.

[Remainder of Page Intentionally Left Blank]



Executed as of this \_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Name:  
Title:

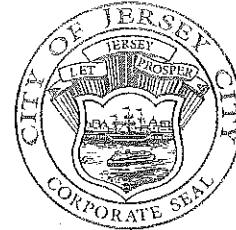
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.181

Agenda No. 10.S

Approved: MAR 23 2016

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT WITH KRE HAMILTON URBAN RENEWAL LLC IN CONNECTION WITH ITS PROJECT AT 485 MARIN BOULEVARD KNOWN AS 485 MARIN

### COUNCIL

offered and moved

adoption of the following  
resolution:

WHEREAS, KRE 500 Manila Associates LLC obtained preliminary and final major site plan approval from the Planning Board of the City of Jersey City on October 21, 2014, as set forth in City Planning Board Resolution No. P14-053, as well as an administrative amendment to preliminary and final site plan approval dated December 1, 2015; and

WHEREAS KRE 500 Manila Associates LLC obtained minor subdivision approval from the Planning Board of the City (the "Subdivision Approval"), as set forth in the City Planning Board Resolution No. P14-052, as well as an administrative amendment to the Subdivision Approval by resolution dated December 1, 2015; and

WHEREAS, KRE Hamilton Urban Renewal LLC is the successor in interest to the governmental approvals obtained by KRE 500 Manila Associates LLC; and

WHEREAS, KRE Hamilton Urban Renewal LLC (Developer) is the developer of a project known as 485 Marin (Project) which is located at 485 Marin Boulevard, Jersey City; and

WHEREAS, the Developer will construct a building that will contain approximately 397 residential apartments; and

WHEREAS, as part of the Project the Developer will construct an approximately 1.05 acre park that will be used as a public park on Block 10102, Lot 1.01 which is adjacent to the Developer's property; and

WHEREAS, a Developer's Agreement between the City of Jersey City (City) and the Developer will ensure that the park is constructed and maintained by the Developer; and

WHEREAS, the City is authorized to execute a Developer's Agreement pursuant to N.J.S.A. 40A:12A-1 et seq.;

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT WITH KRE HAMILTON URBAN RENEWAL LLC IN CONNECTION WITH ITS PROJECT AT 485 MARIN BOULEVARD KNOWN AS 485 MARIN**

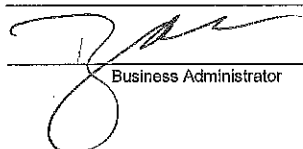
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Developer's Agreement attached hereto in connection with the Developer's Project known as 485 Marin.

RR  
3-14-16

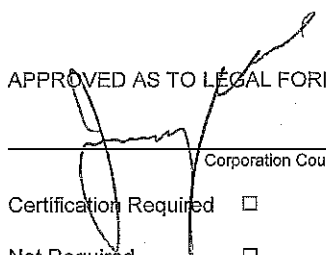
APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

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



Business Administrator



Corporation Counsel

Certification Required

Not Required


APPROVED 9-0

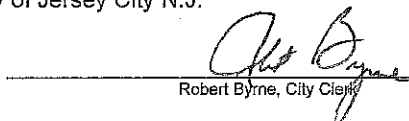
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION 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 EXECUTION OF A DEVELOPER'S AGREEMENT WITH KRE HAMILTON URBAN RENEWAL LLC IN CONNECTION WITH ITS PROJECT AT 485 MARIN BOULEVARD KNOWN AS 485 MARIN**

**Project Manager**

Department/Division	HEDC Law	Planning Law
Name/Title	Jeffrey Wenger Raymond Reddington	Principal Planner Supervisory Asst. Corp. Counsel
Phone/email	547-5453 547-5063	<a href="mailto:JWenger@jcnj.org">JWenger@jcnj.org</a> <a href="mailto:RaymondR@jcnj.org">RaymondR@jcnj.org</a>

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

**Contract Purpose**

KRE Hamilton Urban Renewal LLC (Developer) is the developer of a project known as 485 Marin (Project) which is located at 485 Marin Boulevard, Jersey City. The Developer will construct a building that will contain approximately 397 residential apartments. As part of the Project, the Developer will construct an approximately 1.05 acre park that will be used as a public park. The Developer's Agreement between the City and the Developer will ensure that the park is constructed and maintained by the Developer.

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

Not applicable

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

In perpetuity.

**Type of award**

Not Applicable

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

**Additional Information**

**Record and Return to:**

City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, NJ 07302  
Attn: Raymond Reddington, Esq.

**Prepared by:**

\_\_\_\_\_  
Raymond Reddington, Esq.

**DEVELOPER'S AGREEMENT**

This Agreement made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and amongst KRE Hamilton Urban Renewal LLC (the "Developer"), and the City of Jersey City (the "City"),

WHEREAS, the City by Ordinance 14.071 adopted the Block 10102 Redevelopment Plan ("the Plan") which governs redevelopment of Block 10102; and

WHEREAS, KRE 500 Manila Associates LLC, obtained preliminary and final major site plan approval from the Planning Board of the City of Jersey City on October 21, 2014, as set forth in City Planning Board Resolution No. P14-053, as well as an administrative amendment to preliminary and final site plan approval dated December 1, 2015 (the "Site Plan Approval"); and

WHEREAS KRE 500 Manila Associates LLC obtained minor subdivision approval from the Planning Board of the City (the "Subdivision Approval"), as set forth in the City Planning Board Resolution No. P14-052, as well as an administrative amendment to the Subdivision Approval by resolution dated December 1, 2015; and

WHEREAS, the Developer is the successor in interest to the governmental approvals obtained by KRE 500 Manila Associates LLC; and

WHEREAS, the approved subdivision of Block 10102 creates proposed Lot 1.01 (the West District) consisting of 2.66 acres and proposed Lot 1.02 (the East District) consisting of 1.36 acres as more particularly described in the City Planning Board's Resolution; and

WHEREAS, the fee simple owner of the West District is 500 Manila Ave. Urban Renewal, LLC formerly known as 500 Manila Ave., LLC ("500 Manila"); and

WHEREAS, the Developer is the fee simple owner of Block 10102, Lot 1.02, the East District; and

WHEREAS, pursuant to a lease dated October 7, 2015 ("the Lease Agreement"), the Developer leases a portion of the West District from 500 Manila, which portion of land is identified both in the Site Plan Approval and the aforementioned lease; and

Whereas the term of the lease commenced on October 7, 2015 and shall continue for so long as is required by the Redevelopment Plan; and

WHEREAS, the Plan establishes on proposed Lot 1.01, a minimum 30,000 square foot park on 8<sup>th</sup> Street (the "Park") that is to be developed and made available and open to the general public; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing the responsibilities of each relative to the property to be developed as the Park in the West District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. The above Whereas Clauses are incorporated herein as findings of indisputable fact.
2. Pursuant to the Block 10102 Redevelopment Plan, and the approval of the preliminary and final major site plan and subdivision plan, the City hereby agrees that Developer shall develop the Park, upon proposed Lot 1.01, also known as the West District of Block 10102.
3. The Developer shall develop the Park at Developer's sole cost and expense substantially in accordance with the Redevelopment Plan and the Site Plan Approval and any amendments that may be approved by the Planning Board. All improvements constituting the Park shall be completed within twelve (12) months after issuance of the first certificate of occupancy for a residential unit located in the building to be developed on the East District. It is contemplated that a future tenant of a retail space, as identified in the Site Plan Approval, shall utilize part of the Park for outdoor seating. Developer shall cause the subject tenant to conduct its operations in compliance with the requirements of this Agreement and in concert with the operation of the Park area as a park.
4. The Developer shall be responsible for the ordinary cost and expense to operate, maintain, repair, and renovate the Park as may be required from time to time and to keep same in accordance with the minimum design and operation standards of the City for parks and recreation areas. The Developer shall be responsible for the ordinary cost and expense for water, sewerage and electrical charges related to the operation of the Park.
5. The Developer and 500 Manila Ave., LLC, have entered into the Lease Agreement for that portion of Lot 1.02, which shall be developed as the Park. A copy of the lease has been provided to the City.
6. At the Developer's sole expense, the Park shall be maintained in a good, neat and sanitary condition as more fully set forth in Paragraph 10 herein, and shall similarly be kept clean and free of rubbish.
7. The Park shall be open to the public during the standard hours of operation for parks and recreation areas in the City, as set forth in applicable City ordinances.

8. The Park shall be open to City personnel twenty-four (24) hours per day, and the City shall have the right at the City's expense to install security equipment within the Park for security purposes.
9. At the Developer's sole expense, the Developer shall be responsible for the clearing of snow within a reasonable time after a snowstorm occurs.
10. The following services shall be performed by the Developer or its employees in connection with the regular maintenance and upkeep of the Park:
  - a. Removing of trash from the Park, as reasonably needed;
  - b. Emptying trash receptacles at the Park , as reasonably needed;
  - c. Maintaining and replacing all planted material located within the Park initially installed by Developer pursuant to the Plan.
  - d. Periodically removing postings throughout the Park;
  - e. Maintaining, repairing, and replacing as needed all landscapes;
  - f. Providing pest control, as reasonably needed;
  - g. Promptly notifying the applicable utility company when any lights in the Park, if any, are not operating; and
  - h. Maintaining, repairing, and replacing as needed all paving.
11. The City shall indemnify, defend and hold harmless the Developer, and Developer's employees, officers, members and agents from and against all claims by third parties for damage, injuries, losses, suits, actions, judgments, costs and expenses of any kind whatsoever including reasonable attorneys' fees ("Claims") related to the management, operation, maintenance, repair, or renovation of the Park, unless such Claims are the direct result of the negligent or willful acts or omissions of the Developer or Developer's employees, officers or agents.
12. The Developer shall indemnify, defend and hold harmless the City, and its employees, officers, members and agents from and against all Claims resulting from the negligence or willful acts or omissions of the Developer or Developer's employees, officers or agents, unless such Claims are to the result of the negligent or willful acts or omissions of the City or its agents, servants, employees or contractors.
13. The Developer and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, worker's compensation insurance, and employer's liability insurance to protect against loss in connection with the Developer's obligations pursuant to this agreement.
14. The Developer stipulates that the City may treat the Developer as the owner of the Park for the purpose of levying or issuing a fine, summons, or citation to the Developer in the event the Developer fails to perform its obligations hereunder. The amount of any fine shall not exceed the reasonable cost to cure the Developer's failure to perform its obligations hereunder. After

service of a summons or citation, the fine shall be waived if the Developer promptly performs the obligations for which the summons or citation was issued. This stipulation has been agreed to by the Developer for the sole purpose of providing the City with a remedy in the event that the Developer fails to perform its obligations hereunder. This stipulation shall not impose any other obligations, burdens, or presumptions of ownership of any kind whatsoever on the Developer.

15. In the event the City determines that Developer has failed to perform its obligations under this Agreement, the City shall give the Developer thirty (30) days [seven (7) days with respect to the requirements of Paragraphs 10 (a) and 10 (b)] written notice to cure such failure. If, after the aforementioned time period, Developer is not in compliance with this Agreement, the City shall have the right to pursue the remedies set forth in Paragraph 14. After Developer's first failure to comply after notice, Developer shall provide a \$100,000 maintenance bond in a form acceptable to the City Attorney. The bond shall be used, at the discretion of the City, if Developer has failed to perform its obligations under this Agreement after giving Developer thirty (30) days written notice to cure. This right shall be in addition to any other remedies of the City. The bond shall be replenished to its original amount, as and to the extent the bond is depleted.

16. Notices:

All notices, consents, and other communications permitted or required hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

1. To the Developer at:

KRE Hamilton Urban Renewal LLC  
Attn: Murray Kushner  
520 U.S. Highway 22 East  
P.O. Box 6872  
Bridgewater, New Jersey 08807

With copy to:

David B. Kahan, Esq.  
David B. Kahan, P.C.  
520 U.S. Highway 22 East  
P.O. Box 6872  
Bridgewater, New Jersey 08807

2. To the City at:

City of Jersey City  
Attn: Business Administrator  
280 Grove Street  
Jersey City, New Jersey 07302



3. A notice by an attorney for a party shall be treated as a notice by such party.

17. Developer shall record this Agreement.

Signatures on the Following Page

IN WITNESS WHEREOF, the Developer and the City have caused this Agreement to be executed and attested, all as of the date first above written.

**KRE HAMILTON URBAN RENEWAL LLC,**  
a New Jersey Limited Liability Company  
By: Majic Investment Corp., Manager

By: \_\_\_\_\_  
Murray Kushner  
President

WITNESS:

**CITY OF JERSEY CITY**

\_\_\_\_\_

\_\_\_\_\_  
Robert Kakoleski, Business Administrator

The undersigned executes this Agreement to confirm its acknowledgement of the existence of this Agreement but assumes no obligations hereunder.

**500 MANILA AVE. URBAN RENEWAL, LLC**

By: \_\_\_\_\_  
Chris Bowden, Member

STATE OF NEW JERSEY:

ss.

COUNTY OF SOMERSET:

I CERTIFY that on \_\_\_\_\_, 2016, Murray Kushner, personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed this Agreement on behalf of KRE Hamilton Urban Renewal LLC; and

(b) signed, sealed and delivered this Agreement as his act or deed on behalf of KRE Hamilton Urban Renewal LLC;

(c) is the President of Majic Investment Corp., the Manager of KRE Hamilton Urban Renewal LLC, a party hereto.

\_\_\_\_\_  
David B. Kahan  
Attorney at Law of New Jersey

STATE OF NEW JERSEY:

ss.

COUNTY OF HUDSON:

I CERTIFY that on \_\_\_\_\_, 2016, Robert Kakoleski, personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed this Agreement; and

(b) signed, sealed and delivered this Agreement as his act or deed;

(c) is the Business Administrator of the City of Jersey City, a party hereto.

\_\_\_\_\_  
Notary Public of New Jersey

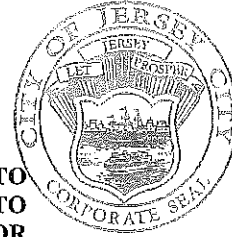


# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.182

Agenda No. 10.1

Approved: MAR 23 2016



TITLE:

**RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO THE LICENSE AND ACCESS AGREEMENT WITH CCA CIVIL TO PERMIT CONTINUED USE OF THE PJP LANDFILL SITE FOR WORK ON THE PULASKI SKYWAY PROJECT**

**COUNCIL**

offered and moved adoption of the

following resolution:

**WHEREAS**, CCA Civil, Inc. ("CCA Civil" or "Licensee"), a corporation having an address of 525 Washington Blvd., Jersey City, NJ 07310, as the designated General Contractor by the New Jersey Department of Transportation ("NJDOT") for the Pulaski Skyway Contract #3, requires continued use of certain City sites located within the PJP Landfill (the "Site") area for staging, storage and related construction purposes; and

**WHEREAS**, pursuant to Resolution No. 14.237 adopted on April 9, 2014, the City entered into a License and Access Agreement with CCA Civil (the "Agreement") to permit use of the Site; and

**WHEREAS**, the Agreement expires on April 8, 2016, and must be extended in order to permit CCA Civil to complete its work under Pulaski Contract #3; and

**WHEREAS**, during this extended period of time, amongst other things, CCA Civil agrees to regular monitoring by the City and its chosen Licensed Site Remediation Professional ("LSRP"), review of plans and work locations by the City and its LSRP and final inspection and closeout by the City's LSRP; and

**WHEREAS**, the First Amendment described in detail the LSRP's scope of work and estimated fees to be paid by CCA Civil; and

**WHEREAS**, CCA Civil agrees to further reimburse the City during the duration of this extension for continued work by its LSRP for the aforementioned work, and to take other measures to protect public health and safety as per the original Agreement; and

**WHEREAS**, the City and CCA Civil agree to execute the Second Amendment to the License and Access Agreement, in substantially the form attached hereto as **Exhibit A**.


TITLE:

**RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO THE LICENSE AND ACCESS AGREEMENT WITH CCA CIVIL TO PERMIT CONTINUED USE OF THE PJP LANDFILL SITE FOR WORK ON THE PULASKI SKYWAY PROJECT**

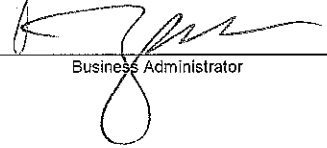
**NOW, THEREFORE,** Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) CCA Civil is authorized to enter onto those certain City locations at the PJP Landfill for the purpose of implementing Pulaski Contract #3, as further set forth in the License and Access Agreement, and the Second Amendment; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Second Amendment attached hereto; and
- 3) The term of the License and Access Agreement shall be extended twenty-four (24) months and will expire on April 1, 2018.

BD  
03/07/2016

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED:   
Business Administrator

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

Certification Required

Not Required

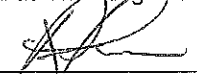
**APPROVED 9-0**

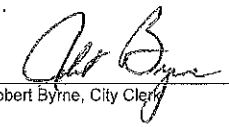
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION 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 SECOND AMENDMENT TO THE LICENSE AND ACCESS AGREEMENT WITH CCA CIVIL TO PERMIT CONTINUED USE OF THE PJP LANDFILL SITE FOR WORK ON THE PULASKI SKYWAY PROJECT**

**Project Manager**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@cnj.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 passed Resolution 14-237 on April 9, 2014, to authorize a License and Access Agreement with CCA Civil, Inc. to access Jersey City property on the PJP Landfill in order to conduct construction work on the Pulaski Skyway on behalf of New Jersey Department of Transportation (NJDOT). The original agreement will expire April 9, 2016. The purpose of this resolution is to extend the original agreement's end date to April 1, 2018 to allow CCA Civil to complete the necessary work on the Pulaski Skyway.

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

None; to be reimbursed

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

Two (2) years, to expire April 1, 2018

Type of award

If "Other Exception", enter type

**Additional Information**

Because the PJP Landfill is on the National Priorities List of Superfund (the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites) and is capped, New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) both require that environmental monitoring and oversight be conducted before, during, and after construction work on the Pulaski Skyway. The City has solicited a proposal from Boswell Engineering to conduct the oversight; all environmental oversight costs will be reimbursed by CCA Civil, Inc., pursuant to the Agreement's Second Amendment.

I certify that all the facts presented herein are accurate.

Jose L. Lumber  
Signature of Municipal Engineer

3/15/16  
Date



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING,  
TRAFFIC AND TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX  
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305  
P: 201 547-4411 |



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

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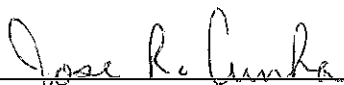
DATE : March 15, 2016  
TO : Rolando L. Lavarro Jr., Council President and Council Members  
FROM : Jose R. Cunha, Municipal Engineer  
SUBJECT : Second Amendment to License and Access Agreement with CCA Civil, Inc. to Access Jersey City Property on the PJP Landfill to Conduct Pulaski Skyway Construction Services for the New Jersey Department of Transportation (NJDOT)  
The City of Jersey City, Project No. 10-018  
Resolution Amendment: Resolution 14-237, Access Agreement with CCA Civil, Inc.

---

The City passed Resolution 14-237 on April 9, 2014, to authorize a License and Access Agreement with CCA Civil, Inc. to access Jersey City property on the PJP Landfill in order to conduct construction work on the Pulaski Skyway on behalf of New Jersey Department of Transportation (NJDOT). The original agreement will expire April 9, 2016. The purpose of this resolution is to extend the original agreement's end date to April 1, 2018 to allow CCA Civil to complete the necessary work on the Pulaski Skyway.

Because the PJP Landfill is on the National Priorities List of Superfund (the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites) and is capped, the New Jersey Department of Environmental Protection (NJDEP) and the United States Environmental Protection Agency (USEPA) both require that environmental monitoring and oversight be conducted before, during, and after construction work on the Pulaski Skyway. The City has solicited a proposal from Boswell Engineering to conduct the oversight; all environmental oversight costs will be reimbursed by CCA Civil, Inc., pursuant to the Agreement's Second Amendment.

Attached for your consideration is the Resolution Amendment authorizing the extension of the access agreement with CCA Civil, Inc. to April 1, 2018, along with Boswell Engineering's environmental oversight proposal and the original access agreement (Resolution 14-237).

  
\_\_\_\_\_  
Jose R. Cunha  
Municipal Engineer

**SECOND AMENDMENT TO THE  
LICENSE AND ACCESS AGREEMENT**

THIS SECOND AMENDMENT TO THE LICENSE AND ACCESS AGREEMENT (the "**Second Amendment**") is made as of \_\_\_\_\_, 2016 (the "**Effective Date**") by and between the City of Jersey City, a municipal corporation of the State of New Jersey, having an address of 280 Grove St., Jersey City, NJ 07302 (hereinafter referred to as the "**City or Licensor**") and CCA Civil Inc., having an address of 525 Washington Blvd., Jersey City, NJ 07310 (hereinafter referred to as "**CCA Civil**" or "**Licensee**"), each a "**Party**" and collectively referred to as the "**Parties**", as follows:

**RECITALS**

**WHEREAS**, CCA Civil is the contractor procured by the New Jersey Department of Transportation (the "**NJDOT**") for the rehabilitation of the Pulaski Skyway superstructure, substructure and ramps under that certain construction contract known as Pulaski Contract #3 (hereinafter, "**Pulaski Contract #3**"); and

**WHEREAS**, pursuant to Resolution No. 14.237 adopted on April 9, 2014, the City authorized the entry of a License and Access Agreement with CCA Civil (the "**Agreement**") to permit use of certain portions of the City known as the PJP Landfill (the "**Site**"), whereupon the City has undergone site remediation and capping, and is under current monitoring for soil contamination; and

**WHEREAS**, pursuant to the Agreement, amongst other things, CCA Civil agreed to regular monitoring by the City and its chosen Licensed Site Remediation Professional ("**LSRP**"), review of plans and work locations by the City and its LSRP and final inspection and closeout by the City's LSRP; and

**WHEREAS**, after entry of the Agreement, the City and CCA Civil agreed to a First Amendment, which described in detail the LSRP's scope of work and estimated fees (the "**First Amendment**"); and

**WHEREAS**, pursuant to the Agreement and the First Amendment, CCA Civil agreed to reimburse the City for the cost of its chosen LSRP for the duration of the Agreement, which at the time was expected to be complete by this date; and

**WHEREAS**, the Agreement expires on April 8, 2016, and must be extended in order to permit CCA Civil to complete its work under Pulaski Contract #3; and

**WHEREAS**, the City, the City's LSRP and the New Jersey Department of Environmental Protection ("**NJDEP**") reviewed CCA's scope of work and plans to use the Site under Pulaski Contract #3 and have approved same; and



**WHEREAS**, CCA Civil does not intend to deviate or alter from the scope of work and plans already submitted and reviewed.

**NOW, THEREFORE**, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. Section 1.1 is amended by extending the term an additional twenty-four (24) months as of the Effective Date of this Second Amendment.
2. Section 3.1 is amended by adding subsection (g) as follows:
  - (g) Cost of a third-party engineering/LSRP, which shall be selected by the City, to conduct environmental monitoring prior to, during, and following CCA Civil's activities on the Pulaski Contract #3 Site, conduct quarterly reporting to the City throughout the term of the Agreement and conduct a final closeout inspection and report to the City, all as further outlined in Boswell Engineering's proposal ("Boswell Proposal"), substantially in the form attached hereto. The parties agree that the Boswell Proposal may be amended from time to time if reasonable and necessary. Nothing herein shall prohibit the City from selecting a different LSRP during the term of the Agreement. Upon any change in the LSRP, the City shall provide thirty (30) days notice to CCA Civil, after which the new LSRP shall assume all the rights and responsibilities set forth in this Agreement.
3. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment.
4. This Amendment constitutes the entire agreement among the Parties relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the Parties hereto in accordance with the Agreement.

The Parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

*[Remainder of This Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Second Amendment, effective as of the date first written above.

AGREED and accepted to this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CCA Civil, Inc.  
Licensee

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

Attest: \_\_\_\_\_

CITY OF JERSEY CITY  
Licensor

By: \_\_\_\_\_  
Robert Kakoleski  
Business Administrator

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk



# BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

VIA ELECTRONIC AND REGULAR MAIL

March 8, 2016

Ms. Justina Cheng  
Environmental Engineer  
City of Jersey City  
Division of Engineering, Traffic & Transportation  
13-15 Linden Ave East  
Jersey City, NJ 07305

Re: Environmental Monitoring and Oversight  
(Portion of Former PJP Landfill)  
400 Sip Avenue, Routes 1 and 9  
City of Jersey City  
Hudson County, New Jersey  
Our File No. PR-16-7158

Dear Ms. Cheng:

Boswell Engineering (Boswell) is pleased to provide this proposal for the necessary environmental engineering services to provide environmental monitoring and oversight at the above referenced site. It is our understanding that CCA Civil, Incorporated (CCA) is performing work on the Pulaski Skyway immediately above the site. Specifically, the contractor is replacing the Skyway's bridge deck. In order to complete the work the contractor is planning to mobilize two (2) large cranes to remove a concrete slabs from the deck. Additionally, CCA will be constructing a stairwell to access the deck. You indicated that CCA was awarded the work included under New Jersey Department of Transportation (NJDOT) Contract No. 3 and No. 4.

## SCOPE OF WORK

### Task 1 - CCA Access Plan Review

Under Task 1 Boswell will review the Access Plans prepared for Contract Nos. 3 and 4. It is our understanding that Dresden Robin has already reviewed the initial plan for Contract No. 3 and

Ms. Justina Cheng  
Environmental Engineer  
City of Jersey City  
March 8, 2016  
Page 2

provided initial comments. Contract No. 3 includes the mobilization and placement of the two (2) large cranes in order to remove concrete slabs from the bridge deck. Contract No. 4 includes the installation of the proposed stairwell. More specifically, we will ensure that the cranes and stairwell have no lasting detrimental impact on the landfill's cap. Boswell's structural and environmental engineers will review all plans prepared by CCA and provide comments as necessary.

Our estimated fee to perform the work detailed under the task above is **\$3,400.00**.

### **Task 2 - Quarterly Inspections**

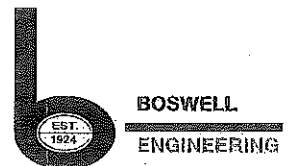
Pursuant to Jersey City's request, Boswell will perform quarterly inspections for a period of 2-years (8-quarters) from spring 2016 until spring 2018. During the work, Boswell will perform the necessary site inspections to ensure that CCA is completing their work in accordance with the previously approved work plans. Boswell's Licensed Site Remediation Professional (LSRP) accompanied by our filed engineer will visually inspect the construction areas to ensure that CCA's activities are not adversely affecting the landfill cap. Upon completion of each inspection we will prepare a brief inspection report detailing our findings and providing recommendations for corrective action as necessary.

Our estimate fee to perform the work detailed under the task above is **\$6,000.00**.

### **Task 3 - Environmental Monitoring**

Under Task 3 Boswell will conduct environmental monitoring prior to, during, and following CCA's activities at the PJP Landfill. Specifically, the environmental monitoring will consist of the following scope of work:

- One (1) groundwater sample will be collected from MW-7S and analyzed for volatile organic compounds (VOC), semi-volatile organic compounds (SVOC), metals, total dissolved solids, and total suspended solids (TSS).



Ms. Justina Cheng  
Environmental Engineer  
City of Jersey City  
March 8, 2016  
Page 3

- One (1) surface water sample will be collected from SW-2 and SW-3 and analyzed for VOCs, SVOCs, total metals, dissolved metals, total dissolved solids, and total suspended solids.
- One (1) sediment sample will be collected from SED-2 and SED-3 and analyzed for VOCs, SVOCs, and total metals.

Please note this proposal assumes a total of three (3) environmental monitoring events. As outlined in the Access Plan, additional monitoring events may be required should the work last longer than the schedule provided by CCA.

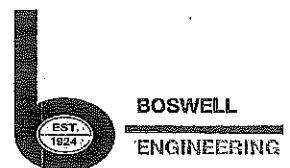
Boswell's estimate fee for the work detailed under Task 3 above is **\$10,500.00**. In addition to the Boswell fee there will be laboratory subcontractor fees as outlined below.

Semi-Volatile Organic Compounds (TCL SVOC)	
5 samples @ \$275/sample .....	\$1,375.00
Volatile Organic Analysis (TCL VOC)	
5 samples @ \$125/sample .....	\$625.00
Target Analyte List Metals (Total)	
5 samples @ \$125/sample .....	\$625.00
Target Analyte List Metals (Dissolved)	
5 samples @ \$125/sample .....	\$625.00
Total Dissolved Solids (TSS)	
3 samples @ \$15/sample .....	\$45.00
Total Suspended Solids (TSS)	
3 samples @ \$15/sample .....	\$45.00

The total estimated laboratory cost is **\$3,400.00**.

#### **Task 4 - Restoration Report**

As required by the NJDEP in their Site Access Approval Letter, this task includes completing a Restoration Report following CCA's



Ms. Justina Cheng  
Environmental Engineer  
City of Jersey City  
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Page 4

activities on the landfill. The Restoration Report will be submitted to the NJDEP and the United States Environmental Protection Agency (USEPA). The report will summarize the findings of the environmental monitoring and will include appropriate tables, exhibits, and form.

Boswell's estimated fee for the work detailed under the task above is **\$6,500.00**.

#### **FEE AND COST SUMMARY**

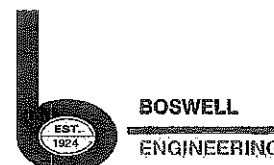
The following is a summary of the estimated costs associated with the work identified in this proposal. Since the exact level of effort cannot be firmly justified at this time, the work will be performed on a time-and-materials basis in accordance with our standard hourly rate.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>BOSWELL FEE</b>	<b>CONTRACTORS</b>
1	CCA Plan Review	\$ 3,400.00	
2	Quarterly Inspections	\$ 6,000.00	
3	Environmental Monitoring	\$10,500.00	\$3,400.00
4	Restoration Report	\$ 6,500.00	
	<b>SUBTOTALS</b>	<b>\$26,400.00</b>	<b>\$3,400.00</b>
	<b>GRAND TOTAL</b>	<b>\$29,800.00</b>	

#### **EXCLUSIONS**

Services and costs not included in this proposal are summarized as follows:

- Increases in scope of work.
- Additional inspection, investigation, sampling or analysis other than that detailed herein.
- Contractor oversight during any required maintenance or corrective actions.
- Additional inspections to verify maintenance or corrective actions.



Ms. Justina Cheng  
Environmental Engineer  
City of Jersey City  
March 8, 2016  
Page 5

- The design, repair and/or maintenance of any corrective actions.
- Design and/or installation of any improvements.

In addition to the above, meetings **are not** included in this proposal and will be billed on an hourly basis, if necessary.

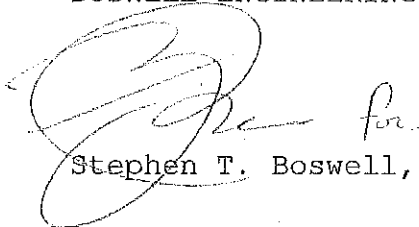
#### **AUTHORIZATION**

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the project.

We wish to thank you for the opportunity of presenting this proposal and look forward to continuing our work with the City on this project. Should you have any questions or require anything further, please do not hesitate to contact Frank J. Rossi, LSRP or me.

Very truly yours,

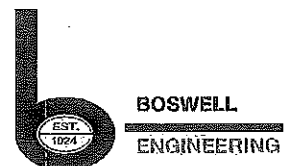
BOSWELL ENGINEERING



Stephen T. Boswell, Ph.D., P.E., LSRP

STB/CEA/cr

160308crp1.doc



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

City Clerk File No. Res. 14-237

Agenda No. 10.R

Approved: APR 09 2014



TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH  
CCA CIVIL INC. TO ENTER ONTO CITY PROPERTY AT THE PJP  
LANDFILL LOCATED ON ROUTE 440

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Department of Transportation (NJDOT) is undertaking a project for the Pulaski Skyway, which carries Routes 1&9 through Newark, South Kearny and Jersey City; and

WHEREAS, the project includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, pier, and abutments; and

WHEREAS, CCA Civil, Inc., 525 Washington Boulevard, Jersey City, New Jersey, 07301, has been hired by NJDOT to perform the rehabilitation of the Pulaski Skyway superstructure; and

WHEREAS, CCA Civil, Inc. requests the City's permission to enter onto and access certain City properties known as the PJP Landfill located on Route 440; and

WHEREAS, CCA Civil, Inc. agrees to execute the License Agreement attached hereto to.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) CCA Civil, Inc. is authorized to enter onto City property located on Route 440 also known as the PJP Landfill for the purpose of performing the activities described in the License Agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
- 3) The term of the License Agreement shall be for twenty-four (24) months effective upon execution of the License Agreement by City officials.

MS  
04/01/14

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											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



## LICENSE AND ACCESS AGREEMENT

THIS LICENSE AND ACCESS AGREEMENT (the "Agreement") is made as of April 9<sup>th</sup>, 2014 (the "Effective Date") by and between the City of Jersey City, a municipal corporation of the State of New Jersey, having an address of 280 Grove St., Jersey City, NJ 07302 (hereinafter referred to as the "City or Licensor") and CCA Civil Inc., having an address of 525 Washington Blvd., Jersey City, NJ 07310 (hereinafter referred to as "CCA Civil" or "Licensee"), each a "Party" and collectively referred to as the "Parties."

### WITNESSETH

**WHEREAS**, the New Jersey Department of Transportation ("NJDOT") is undertaking a project for the Pulaski Skyway, a historic, 3.5 mile long steel truss bridge which carries Routes 1&9 through Newark, South Kearny and Jersey City; and

**WHEREAS**, the project consists of rehabilitation of the Pulaski Skyway superstructure, substructure and ramps; and

**WHEREAS**, the project is envisioned to advance under ten (10) separate construction contracts and the work includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, piers and abutments, removal of existing lead paint and repainting of steel surfaces, and strengthening of the substructure components as part of a seismic retrofit; and

**WHEREAS**, the NJDOT's contractors and/or subcontractors require ingress, egress and access to and use of certain City properties for work associated with that certain contract known as the Pulaski Contract #3 ("Pulaski Contract #3"); and

**WHEREAS**, the nature, type and location of work under Pulaski Contract #3 is detailed in the plans and maps attached hereto as Exhibit A, which may be amended or supplemented ("the Pulaski Contract #3 Site"); and

**WHEREAS**, the City locations for Pulaski Contract #3 include portions of the City known as the PJP Landfill, whereupon the City has undergone site remediation and capping, and is under current monitoring for soil contamination, see attached Deed Notices and supporting documentation attached hereto as Exhibit B (the "Deed Restricted Sites"); and

**WHEREAS**, certain block and lot numbers in the PJP Landfill are designated as Interim Remedial Measure areas ("IRM Sites") and are further restricted; and

**WHEREAS**, the NJDOT has selected CCA Civil as the General Contractor for Pulaski

Contract #3; and

**WHEREAS**, the City desires to provide access to CCA Civil and/or its subcontractors to the Pulaski Contract #3 Site for the use and purposes as further described in this Agreement.

**NOW, THEREFORE BE IT RESOLVED**, in consideration for the recitals and the mutual promises set forth in this Agreement, and other good and valuable consideration, the Parties agree as follows:

## ARTICLE I

### 1.1 Term.

The term of this Agreement is for a period of twenty-four (24) months after the Effective Date.

### 1.2 Contact and Work Details.

CCA Civil shall provide the City contact and all relevant information regarding all contractors or subcontractors to be accessing the Pulaski Contract #3 Site. Relevant information to be provided includes, but is not limited to, the designated liaison(s) for the City, emergency contact information, type of work to be performed and timelines associated with work, for CCA Civil and for all its subcontractors. Such information shall be provided at least one week prior to the start of work. Updates shall be provided as necessary, but at minimum on a quarterly basis throughout the term of this Agreement.

### 1.3 Pulaski Contract #3 Site and Permitted Uses.

CCA Civil may access the bridge pier(s), decking and portions of the Pulaski Skyway structure that are located within City property limits, as more specifically outlined in the map attached hereto as **Exhibit A**.

CCA Civil will maintain ingress and egress to the Pulaski Contract #3 Site.

### 1.4 No City Warranties

CCA Civil acknowledges and agrees that, except as expressly set forth herein, the City makes no representations or warranties regarding the Pulaski Contract #3 Site. The City expressly disclaims, and CCA Civil expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Pulaski Contract #3 Site for any particular purpose or use.

### 1.5 Limitations and Prohibitions on Use.

CCA Civil shall not permit or suffer any use of the Pulaski Contract #3 Site, or any part thereof, other than the Permitted Uses. CCA Civil shall not use or allow the Pulaski Contract #3 Site to be used for an improper, immoral, or unlawful purpose, nor shall the CCA Civil cause or permit to remain any nuisance in or about the Pulaski Contract #3 Site in contravention of this Agreement.

## ARTICLE II

### 2.1 Permits.

CCA Civil must submit a comprehensive permit application to the City, which includes all closures, locations, timelines, commencement and completion dates, for Pulaski Contract #3 (the "Permit Application"). CCA Civil acknowledges and agrees that the City will review and provide a single permit for all locations to be accessed for their work (the "Permit"). CCA Civil must renew the Permit Application annually. The renewal application, with updated plans and specifications, must be submitted to City for review at least two months prior to the prior permit's expiration date. Each Permit Application should include, at minimum:

- a. Plans and specifications of all areas to be accessed
- b. Scope of all road closures, including any areas to be closed off or limited to the City or to the public
- c. Locations within the City which will be impacted/utilized
- d. Method/manner for securing and/or fencing the Sites
- e. Timelines of work
- f. Notice provisions for unanticipated work, including emergency work

### 2.1 Street Closures.

CCA Civil must provide a two-week look ahead report for any anticipated street closures and/or detours throughout the term of this Agreement, which reporting shall commence as of the Effective Date of this Agreement.

### 2.2 Notice.

For any unanticipated or emergent closures, CCA Civil must provide written notice to the City's designated traffic liaison, which notice should be provided as soon as practicable, and may be provided via email.

## ARTICLE III

### 3.1 Insurances, Indemnity and Assumptions of Liability.

The CCA Civil shall provide the necessary insurances, indemnity and proofs thereof as described herein.

### 3.2 Insurance Certificates.

Prior to the commencement of work or any activities under this Agreement, CCA Civil shall provide copies of their insurance certificates and insurance binders to the City. Proof of insurance must include the following minimum amounts:

- a. Property Damage and Comprehensive General Liability in the minimum amount of \$5,000,000 per occurrence
- b. Workers Compensation in the statutory amount and Employer's Liability in the minimum amount of \$1,000,000
- c. Automobile Liability in the minimum amount of \$2,000,000 single limit per occurrence
- d. Pollution Legal Liability in the amount of \$5,000,000 per occurrence

CCA Civil must include the City of Jersey City, its employees and agents as an additional insured. Proof of insurance renewals, if applicable, must be provided to the City.

### 3.3 Indemnity.

To the extent directly caused by the negligent acts or omissions of CCA Civil and not covered by the aforementioned insurance, CCA Civil agrees to assume any and all risk of loss or damage of any kind whatsoever to property, including damage to infrastructure and environmental damages, or injury or death to persons, including wrongful death, arising out of access and/or use of City property. CCA Civil further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including damages, judgments, liens, attorney's fees and costs of suit, arising out of or resulting from the performance of Pulaski Contract #3, construction, staging and/or any other activities related thereto. If so directed, CCA Civil shall, at no cost or expense to the City, defend the City against such claims. CCA Civil's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to its termination.

### 3.4 Deed Restricted and Environmentally Remediated Areas.

- a. Coordination of the Parties and other relevant individuals, companies and/or government agencies, including the City, CCA, NJDOT and the New Jersey Department of Environmental Protection will be required prior to access and activities on the Deed Restricted Sites. Activities may be restricted on the Deed Restricted Sites by the City.
- b. CCA Civil agrees to protect any capping or other environmental remediation conducted on the Deed Restricted Site.
- c. CCA Civil agrees to comply with any local, state and federal notice requirements regarding access to the Deed Restricted Site. CCA Civil agrees that it is responsible for the submission of any necessary notices to the City, NJDEP, EPA or any other regulatory or government agencies with jurisdiction over the Deed Restricted Site.
- d. Pursuant to this Article, CCA Civil shall be liable for any damages and cost of environmental remediation required as a result of their use and access to City property.
- e. After the completion of all work under Pulaski Contract #3, CCA Civil must provide a third-party PE/LSRP report certifying that the Deed Restricted Sites were not negatively impacted during the term of this Agreement.

### 3.5 Cost Reimbursement.

CCA Civil shall reimburse the City for any reasonable costs and expenses incurred by the City in the performance of this Agreement, including but not limited to, City inspector time, off-duty police, third-party engineering reports, costs of relocation of any tangible City property, etc. At minimum, CCA Civil shall be responsible for the following costs:

- a. Cost of a third-party engineering/LSRP, which shall be selected by the City, to perform initial review and analysis of CCA's plans and work maps, conduct quarterly reporting to the City throughout the term of the contract and conduct a final closeout inspection and report to the City.
- b. Cost of any off-duty police officers required to remediate the effect of any traffic detours and to ensure public safety.
- c. Cost of relocating any City tangible property.
- d. Any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the Pulaski Contract # 3 Site.
- e. Any other reasonable costs and expenses incurred by the City in the performance of this Agreement.

### 3.6 Payments.

The City shall provide CCA Civil invoice(s), with any necessary back-up information, for reimbursement of costs incurred pursuant to this Agreement. CCA

Civil shall remit payment to the City within thirty (30) business days of receipt of the invoice(s). Late fees will be assessed and calculated at 2% per month on the balance of the unpaid invoice(s). In the case of any reasonable disputes regarding the invoices submitted, CCA Civil shall remit payment on the undisputed portion within the payment deadline. With regard to the disputed portion, the parties agree to confer and resolve the balance of the invoice within two (2) months. Late penalty fees shall not be assessed on the disputed balance during this time. CCA Civil will be responsible for all attorneys' fees and costs incurred should the City have to institute collection efforts.

### 3.7 Damage to Property.

Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the access or use of the Pulaski Contract #3 Site, will be repaired or replaced by CCA Civil at its own cost and expense. If CCA Civil fails to make such repairs or replacement within a reasonable time after being requested to do so, the City shall have the right to make such repairs and/or replacement and CCA Civil agrees to reimburse the City for all costs and expenses thereof.

### 3.8 Notice of Injury or Damage.

All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with CCA Civil's use of the City property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

## ARTICLE IV

### 4.1 Revocation of Permits.

The permission hereby granted for use of the Pulaski Contract #3 Site may be revoked at any time by the City, for violation of this Agreement or for other just cause, by the City's Business Administrator or the Public Safety Director, giving five (5) days written notice to CCA Civil. Revocation shall not relieve CCA Civil of any liabilities or obligations which stem from its use of the Pulaski Contract #3 Site which occurred on or prior to the date of revocation.

### 4.2 Third-Party Beneficiaries.

Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

#### 4.3 Further Assurances.

The permission to use the Pulaski Contract #3 Site is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve CCA Civil from their responsibility to procure and maintain in effect all other requisite permissions and approvals.

#### 4.4 Entire Agreement; Amendments.

The entire agreement between the City and CCA Civil is contained herein and no modifications hereof shall be effective other than through written consent of both Parties.

#### 4.5 Severability.

Should any term or provision of this Agreement, or any application thereof to any person or circumstance, be judicially determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the balance of the terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Parties may renegotiate the terms affected by the severance.

#### 4.6 Waiver of Liability.

The City shall not be responsible for any loss or theft sustained by the CCA Civil during its use of the Pulaski Contract #3 Site. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

#### 4.7 Governing Law.

CCA Civil' use of the Pulaski Contract #3 Site shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City.

#### 4.8 Equipment and Material Deemed Abandoned.

All equipment installed or used by CCA Civil and/or its subcontractors in connection with the access and use of the Pulaski Contract #3 Site that may be removed without damage to the Pulaski Contract #3 Site shall be deemed to be the property of the CCA Civil and shall be removed by it at the termination of the Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, and the City has not otherwise agreed to keep the property, the same shall be deemed abandoned and

the City shall have the right to dispose of the same and charge the CCA Civil for any cost of disposing thereof.

4.9 Authorized Representative.

The CCA Civil shall provide in writing to the City the name of one (1) authorized representative who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the CCA Civil.

4.10 Notices.

All Notices between the parties hereto shall be addressed and delivered to the following:

City:            Robert Kakoleski  
                     Business Administrator  
                     City Hall  
                     280 Grove Street  
                     Jersey City, N.J. 07302  
                     Telephone No. (201) 547-5147

With a copy to:

Jeremy Farrell  
Corporation Counsel  
280 Grove St.  
Jersey City, NJ 07302

Contractors: Clark Chen  
                     CCA Civil Inc.  
                     Field Office:  
                     23 Second St.  
                     Kearny, NJ 07032

4.11 Failure to Perform.

All of the above terms and conditions shall be binding on the City, CCA Civil and all other parties connected with the events and purpose for which this Agreement is entered, including any and all subcontractors retained by CCA Civil or NJDOT for the Pulaski Contract #3 Site. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.



4.12 Binding Agreement.

This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto, the contractors or agents of CCA Civil, and their respective successors and assigns.

4.13 No Assignment.

CCA Civil shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

IN WITNESS WHEREOF, and in confirmation of their consent to the terms and conditions contained in this Agreement, and intending to be bound hereby, the Licensor and the Licensee have executed this Agreement as of the below referenced date.

AGREED and accepted to this 9<sup>th</sup> day of April, 2014.

CCA Civil, Inc.  
Licensee

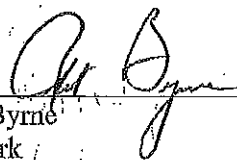
By: 

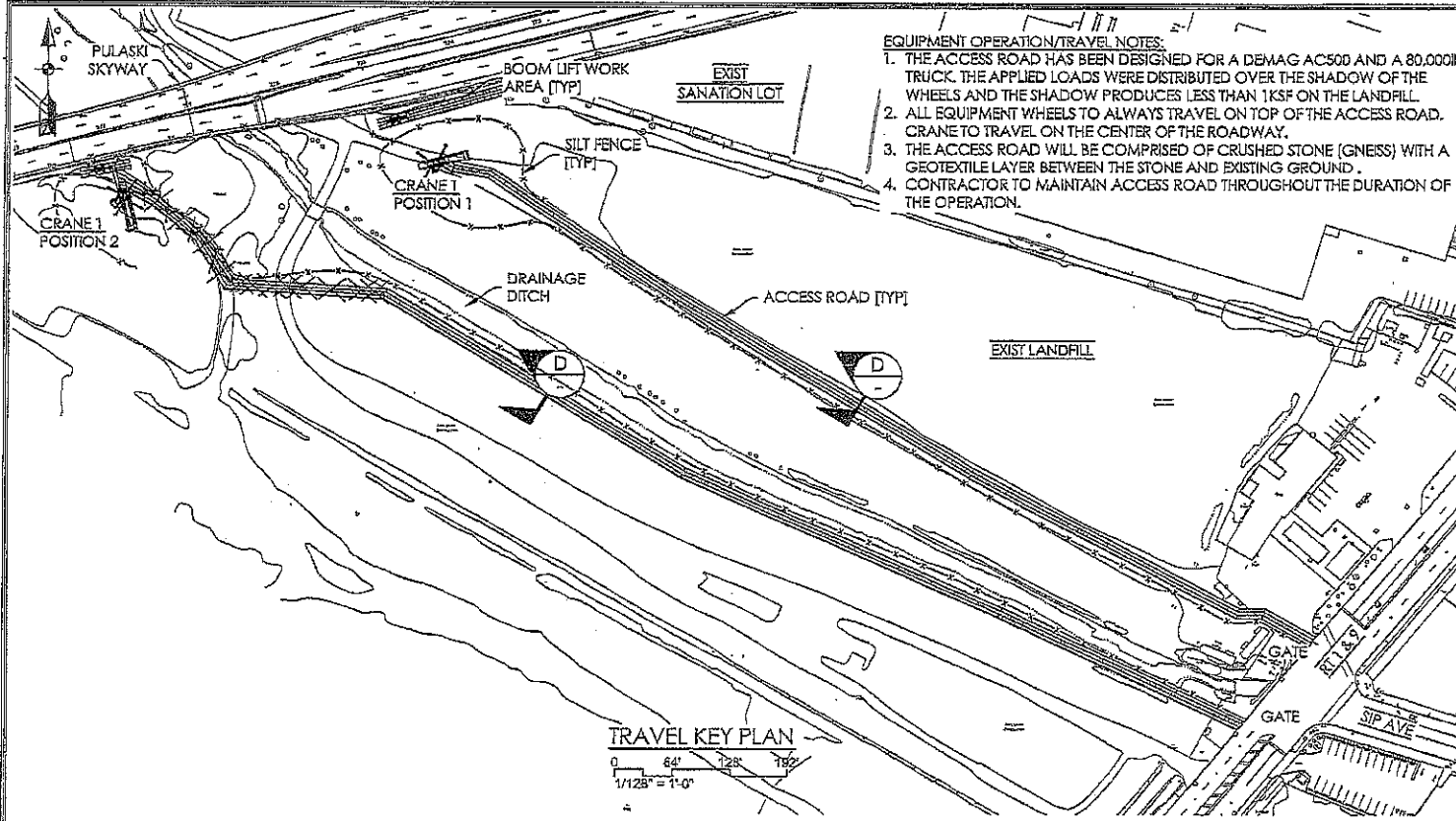
Attest: Dmy P Borovskis 5-15-14

CITY OF JERSEY CITY  
Licensor

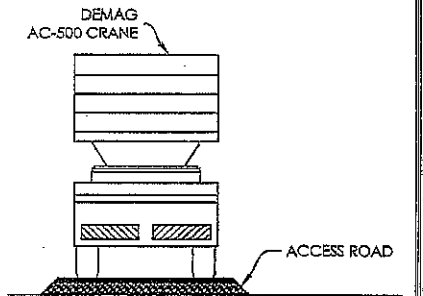
By: 

Robert Kakoleski  
Business Administrator

Attest:   
Robert Byrne  
City Clerk



STRUCTURE NO:  
0901-150 & 0704-150



NJDOT APPROVAL

**DRAFT**  
3.27.2014

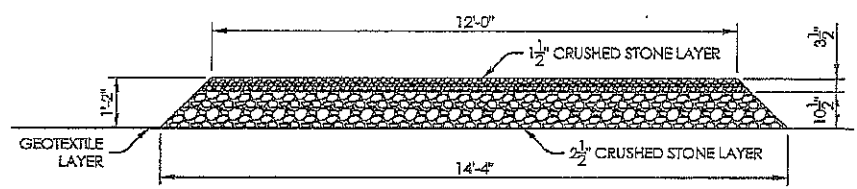
DESIGNER RECOMMENDATION FOR APPROVAL	CONTRACTOR APPROVAL STAMP & SIGNATURE
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**TITLE BLOCK**

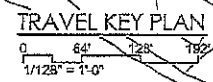
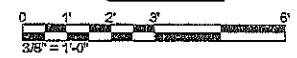
US ROUTE 1 & P  
CONTRACT: 09112325P  
PULASKI SKYWAY  
HUDSON & ESSEX COUNTIES  
TOWN OF KEARNY, CITY OF JERSEY CITY & NEWARK  
CONTRACTOR: CCA CIVIL INC.  
FABRICATOR:  
SUB-CONSULTANT: SIEBERT ASSOCIATES, LLC

**GROUND CRANES - ZONE B**  
SPANS 56-57 TRAVEL KEY PLAN

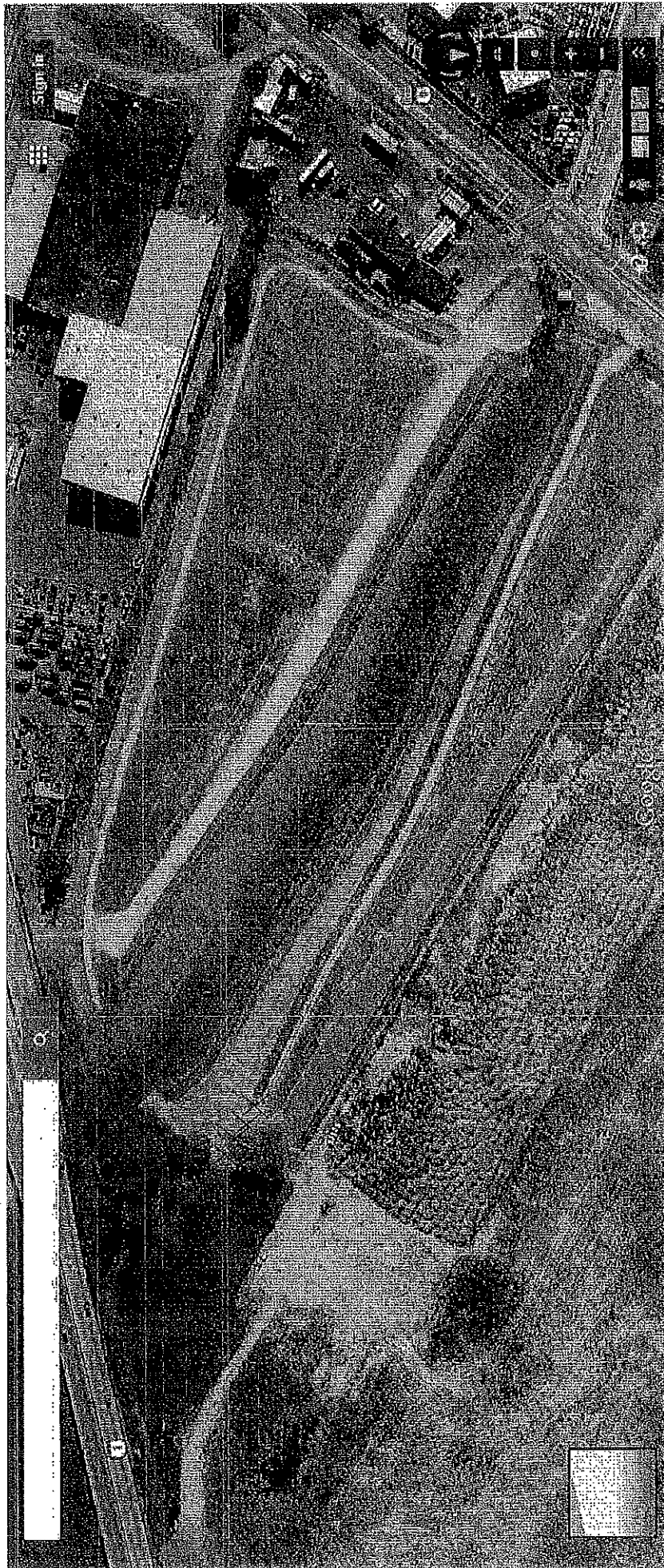
SHEET: 392.6.CP4-1A  
INITIAL DATE:  
FEDERAL PROJECT NO:



ACCESS ROAD CROSS-SECTION -  
STONE FILL



REVISION	BY	CHKD	DATE



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

City Clerk File No. Res. 16.183

Agenda No. 10.U

Approved: MAR 23 2016



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH MESSAGE-ONE FOR THE SUPPORT OF  
PROPRIETARY COMPUTER HARDWARE  
AND SOFTWARE SYSTEMS**

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

**WHEREAS**, funds must be allocated for the continued support of proprietary hardware/software systems for the archiving of City email and for disaster recovery access to email during an emergency for the calendar 2016 fiscal year; and

**WHEREAS**, **MESSAGE-ONE** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **MESSAGE-ONE** in the total amount for a one year period of **\$77,450.00**; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, funds are available in the amount of **\$77,450.00** in **Acct. No. 01-201-20-140-314**; and

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

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

**WHEREAS**, **MESSAGE-ONE** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Robert Magro, the City's Data Processing Coordinator, has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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).

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT  
 WITH MESSAGE-ONE FOR THE SUPPORT OF  
 PROPRIETARY COMPUTER HARDWARE  
 AND SOFTWARE SYSTEMS**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **MESSAGE-ONE** be accepted and that a contract be awarded to said company in the amount of **\$77,450**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed.

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year effective as of January 1, 2016.

**BE IT FURTHER RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq.

**BE IT FURTHER RESOLVED**, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Pay to Play Ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**BE IT FURTHER RESOLVED**, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

**BE IT FURTHER RESOLVED**, 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), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-20-140-314 for payment of the above Resolution.

Requisition No. 0173591

Purchase Order No. 120401

EEO/AA Review \_\_\_\_\_

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ 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 Lavarro, President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MESSAGE-ONE FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@jeaj.org

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

**Contract Purpose**

Support services for proprietary hardware/software systems used to archive City email and to provide a backup email system in the event of a disaster affecting the City data center.

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

IT operating budget, \$77,450

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

One year

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2-22-16  
Date

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

\_\_\_\_\_  
Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary hardware and software systems that archive City email and provide a backup email system in the event of a disaster effecting the City's data center.
3. The City has determined that a contract for the maintenance of the proprietary mainframe systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **MESSAGE-ONE** can provide the required maintenance services for the sum \$77,450.
5. The Division of Information Technology's recommendation is to award the contract to **MESSAGE-ONE**.
6. The term of the contract is 12 months effective as of January 1, 2016.
7. The estimated amount of the contract exceeds \$17,500.00 (\$77,450).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

7-22-16



Robert Magro, DP Coordinator  
Division of Information Technology



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**120401**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0173591**  
**BUYER EUS**

DATE	VENDOR NO.
03/14/2016	ME473671

**VENDOR INFORMATION**

**MESSAGEONE**  
 401 CONGRESS AVE #2650  
 AUSTIN TX 78701

**DELIVER TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	EMAIL ARCHIVING SUPPORT OF PROPRIETARY SOFTWARE EMAIL MANAGEMENT SERVICES EMAIL ARCHIVING AND DISASTER RECOVERY THROUGH MESSAGEONE TERM 1-1-16 TO 12-31-16 PARTIAL PAYMENT VOUCHERS EUS RESO _____, APPROVED _____	01-201-20-140-314	77,450.0000	77,450.00

TAX EXEMPTION NO. **22-6002013**

**PO Total 77,450.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



# CITY OF JERSEY CITY

Requisition #

0173591

Assigned PO #

## Requisition

**Vendor**  
MESSAGEONE  
401 CONGRESS AVE #2650  
AUSTIN TX 78701

**Dept. Bill To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY NJ 07306

**Dept. Ship To**

ME473671

**Contact Info**  
robert magro  
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	EMAIL ARCHIVING	0120120140314	77,450.00	77,450.00
		SUPPORT OF PROPRIETARY SOFTWARE			
		EMAIL MANAGEMENT SERVICES			
		EMAIL ARCHIVING AND DISASTER RECOVERY			
		THROUGH MESSAGEONE			
		TERM 1-1-16 TO 12-31-16			
		PARTIAL PAYMENT VOUCHERS			
		EUS RESO _____, APPROVED _____			

**Requisition Total 77,450.00**

Req. Date: 02/19/2016

Requested By: BOBM

Buyer Id:

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

**This Is Not A Purchase Order**



**New Jersey Division of Revenue**

**Revenue** **NJBGS**

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 1970669 FOR MESSAGEONE,INC IS VALID.**

# MessageOne<sup>®</sup>

## INVOICE

401, Congress Avenue  
# 2650, Austin, TX - 78701,  
United States  
Tax ID : 47-3671276

Invoice #: SI-ONE-0835  
Date : 01.14.2016

**Bill To:**  
City of Jersey City  
1 Journal Square Plaza 3rd Floor, IT Division  
Jersey City, NJ 07306  
United States

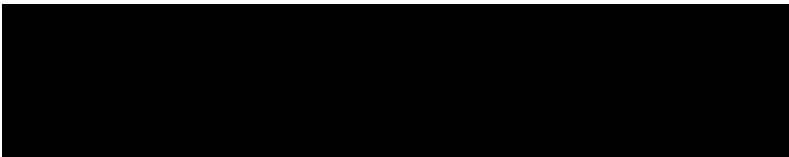
**Ship To:**  
City of Jersey City  
Information Technology  
1 Journal Square Plaza 3rd Floor  
Jersey City,  
NJ 07306  
United States

PURCHASE ORDER DATE	PURCHASE ORDER #	SHIP DATE	DUE DATE	TERMS	
	AR		02.13.2016	Net 30 days	
ITEM NO.	DESCRIPTION			QTY/UNIT	AMOUNT
M1-MessageOne-Standard-Support	MessageOne Legacy Support Email Management Services (EMS) - Email Continuity (890 Mailboxes) - Blackberry Continuity (17 Mailboxes) - Enterprise Archive (890 Mailboxes) - Email Security (890 Mailboxes) - Maximum Contracted Storage (Included) Term: February 11, 2016 to February 10, 2017			1	\$77,450.00
SUBTOTAL					\$77,450.00
Sales Tax					\$0.00
1) NEW JERSEY NJ STATE TAX (0)					\$0.00
VAT					\$0.00
VAT/Sales Tax					\$0.00
TOTAL					\$77,450.00

Total Paid : \$0.00

Total Balance Due : \$ 77,450.00

Wire Transfer:



Remit to address: - MessageOne, Inc  
P.O. BOX 671116  
DALLAS, TX 75267-1116  
United States

**WE ACCEPT CREDIT CARD & DIRECT DEBIT**  
**"All software is delivered electronically."**

If you have any questions concerning this invoice send in your queries to  
[gteambillings@versata.com](mailto:gteambillings@versata.com) or call +1 (512) 333-2482

THANK YOU FOR YOUR BUSINESS

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

**FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2) :

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

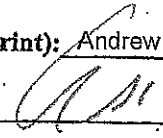
The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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 his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Andrew Price/CFO

Representative's Signature: 

Name of Company: MessageOne, Inc.

Tel. No.: (512) 524-6149 Date: Feb. 8, 2016

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**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: MessageOne, Inc.

Address: 401, Congress Avenue Suite # 2650, Austin, TX - 78701, United States

Telephone No.: +1 (512) 333-2482

Contact Name: Evangeline Ortiz

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity

**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 MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT REG-J REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 47-3671276	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. EMPLOYEES IN THE ENTIRE COMPANY N/A
4. COMPANY NAME MessageOne, Inc.		
5. STREET 401, Congress Avenue Suite #2650	CITY Austin	COUNTY N/A
	STATE TX	ZIP CODE 78701
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Versata		
	CITY Austin	STATE TX
		ZIP CODE 78701
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 THIS CONTRACT N/A		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY
		STATE
		ZIP CODE
Office/In-Office	DATE RECEIVED	INVALID 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 REG-J REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL 1	COL 2	COL 3	MALE					FEMALE					
	TOTAL (Cols 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	0													
Professionals	0													
Technicians	0													
Sales Workers	0													
Office & Clerical	0													
Craftworkers (Skilled)	0													
Operatives (Semi-Skilled)	0													
Laborers (Unskilled)	0													
Service Workers	0													
<b>TOTAL</b>	0													
Total employment from previous Report (If any)	0													
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? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED: MO   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Andrew Price	SIGNATURE 	TITLE CFO	DATE MO   DAY   YEAR
17. ADDRESS NO. & STREET 401, Congress Avenue Suite # 2650	CITY Austin	COUNTY N/A	STATE TX
		ZIP CODE 78701	PHONE (AREA CODE, NO. EXTENSION) +1(512) 333-2482

WRITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE BP;  
PINK - PUBLIC AGENCY; GOLD - VENDOR

**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 MessageOne, Inc. (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:**

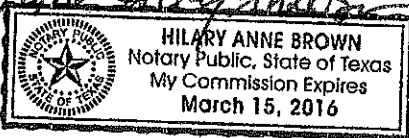
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MessageOne, Inc.

Signed: [Signature] Title: CEO

Print Name: Andrew S. Price Date: Feb. 8, 2016

Subscribed and sworn before me  
this 8 day of Feb., 2016  
My Commission expires: March 15, 2016  
[Signature] (Affiant)  
Andrew S. Price, CEO  
(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.**





# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**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 *MessageOne, Inc.* <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
  Limited Liability Corporation    
  Limited Liability Partnership

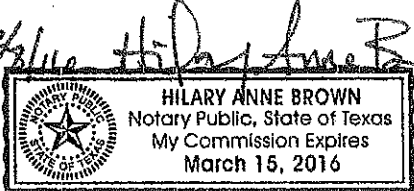
Name of Stock or Shareholder	Home Address

**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: MessageOne, Inc.  
 Signed: [Signature] Title: CEO  
 Print Name: Andrew S. Price Date: Feb. 8, 2016

Subscribed and sworn before me this 8 day of Feb, 2016  
 My Commission expires: March 15, 2016  
[Signature] Notary Public  
[Signature] (Affiant)  
Andrew S. Price, CEO (Print name & title of affiant) (Corporate Seal)



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

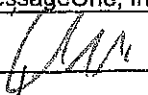
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her 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.

COMPANY: MessageOne, Inc.

SIGNATURE: 

DATE: Feb. 8, 2016

PRINT

NAME: Andrew Price

TITLE: CFO

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

### IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in Item 7, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company:

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475



# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**VOID**

This is to certify that the information furnished on this report is true and correct as far as the reporting employee is concerned and that the reporting employee believes the information is true and correct. This report will remain in effect for the period of \_\_\_\_\_.

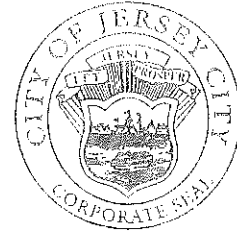
**VOID**



State Treasurer

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

City Clerk File No. Res. 16.184  
Agenda No. 10.V  
Approved: \_\_\_\_\_  
TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

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

**WHEREAS**, the Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services; and

**WHEREAS**, Robert Santilli Consulting has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2016 to Dec 31, 2016) for the sum of Fifty-One Thousand Three hundred (\$51,300) Dollars; and

**WHEREAS**, funds in the amount of Fifty-One Thousand Three Hundred \$51,300.00 Dollars are available in the 2016 current permanent budget Account No.16-01-201-25-240-310; source of funds is from operating account.

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Robert Santilli Consulting has completed and submitted a Business Entity Disclosure Certification which certifies that Robert Santilli Consulting has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Robert Santilli Consulting from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, Robert Santilli has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128;

**WITHDRAWN**

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

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

1. A one (1) year contract (January 1, 2016 to December 31, 2016) is awarded to Robert Santilli Consulting in the amount of \$51,300.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1) (dd); and
3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2016 current year budget shall be subject to the appropriation of sufficient funds in the 2016 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I \_\_\_\_\_, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.16-01-201-25-240-310.

**Police Department** **Amount \$51, 300.00**  
**Acct. No 16-01-201-25-240-310** **PO#**

APPROVED:

**WITHDRAWN**

EGAL FORM

APPROVED: \_\_\_\_\_  
Business Adr

\_\_\_\_\_  
orporation Counsel

**APPROVED**

**AGE 3.23.16**

RE:								AGE 3.23.16			
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.

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

**Project Manager**

Department/Division	Police /Fiscal	Public Safety
Name/Title	Robert Baker, Sr.	IT Commander
Phone/email	201-547-5997	RBakerSr@NJJCPS.Org

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

**Contract Purpose**

The Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services. The software was designed to track and report Police overtime and purchasing records.

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

201 OE \$51,300

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

Jan 1, 2016 thru December 31, 2016

**Type of award**

Non- Bid

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

**Additional Information**

I certify that all the facts presented herein are accurate.

Jerome Cook  
Signature of Department Director

2/16/16  
Date

# CITY OF JERSEY CITY

Requisition #

0173441

Assigned PO #

## Requisition

Vendor  
ROBERT SANTILLI  
18 NILES AVENUE  
MIDDLETOWN NJ 07448

Dept. Bill To  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

Dept. Ship To

SA484240

Contact Info  
TAWANA MOODY  
2015475769

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL OF CONTRACT YEARLY SOL SERVICE CUSTOM DATABASE & CUSTOM PROGRAMMING SUPORT & MAINTENANCE CONTRACT FROM JANUARY 1,2016 THRU DECEMBER 31,2016	0120125240310	13,000.00	13,000.00
TEMPORARY ENCUMBRANCE: \$13,000.00					
TOTAL CONTRACT: \$51.300.00					

Requisition Total 13,000.00

Req. Date: 02/09/2016

Requested By: FMCIPHERSON

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

Buyer Id:

**This Is Not A Purchase Order**

---

**Robert Santilli**  
**Consulting**

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (908) 403-3436

---

**Statement of Work**  
**For**  
**Jersey City Police Department**  
**Contract Programming and Maintenance**

**Address: 8 Erie Street**  
**Jersey City, NJ 07302**  
**Contact: Tawana Moody**

February 5, 2016

## Scope of Work

### 1) Maintenance, support and upgrades for the following applications:

- Narcotics Database
- Gang Database
- Narcotics Drug Lab Reporting Database
- Purchasing Database (All Years)
- Purchasing Database(Police Fiscal)
- Officer Overtime Database
- Civilian Salary Database
- Medical Database
- Juvenile Database
- Juvenile Curfew Database
- Assigned Cases Database
- Off Duty Application
- Municipal Overtime Database
- Stolen Vehicle Database
- Seized Car / Car Pound Database
- Off Duty Employment
- Auto Theft Database
- UCR Online Reporting System (Arrests, Accidents, Investigations and Property)
- Internal Affairs Application
- IAU Photo Database
- IAU Database
- Police Range Database
- Help Desk Manager
- Chief's Correspondence
- Field Interviews Database
- Missing Persons Database
- East District Database

Programming, data recovery and data conversions. Maintenance and update of master database tables associated with all applications. Management of all officer information updated regularly to match contract salaries. Management of end-user data permissions. Updates to applications and creation of new reports as requested. Creation of new databases for all applications that are archived yearly. 300 Hours at \$90 per hour.....\$27,000

- 2) SQL Server backups and data maintenance on all of the above software. SQL data maintenance and support for the IAU data created by different vendor. \$900 per month .....\$10,800
- 3) Onsite IT support totaling 150 hours per year.....\$13,500

**Total Contract Cost \$51,300**

**Any additional projects that go beyond the 250 billable hours or not included in the above work will be handled under a separate contract.**

**Performance of Services**

Robert Santilli Consulting shall determine the manner in which the Services are to be performed and the specific hours to be worked. CITY OF JERSEY CITY **must contact** Robert Santilli Consulting **to arrange for the scheduling of appointments** so as to enable Robert Santilli Consulting to reasonably fulfill their obligations under this Agreement. City of Jersey City will forfeit the remaining hours if they are not used within the contracted term.

**Confidentiality**

Robert Santilli Consulting agrees that Robert Santilli Consulting will not at any time or in any manner, either directly or indirectly, use any information for Robert Santilli Consulting 's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of CITY OF JERSEY CITY. Robert Santilli Consulting will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**Outside Contractors/Consultants**

CITY OF JERSEY CITY recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Robert Santilli Consulting. Contacting an outside contractor\consultant will be done solely by CITY OF JERSEY CITY. Robert Santilli Consulting will if possible make recommendations or referrals but the hiring is to be done by CITY OF JERSEY CITY only. Robert Santilli Consulting is not responsible for the added cost or the standard of work done by any outside consultant\contractor. The need for an outside consultant\contractor does not change the terms or validity of this contract nor does it dismiss the charges incurred by the CITY OF JERSEY CITY for Robert Santilli Consulting in working on the problem prior to the transfer to an outside contractor\consultant.

**This Agreement shall be effective for a period of twelve (12) months starting January 1, 2016 and ending December 31<sup>st</sup> 2016.**

\_\_\_\_\_  
Robert Santilli

\_\_\_\_\_  
Date



*James J. Fruscione*

James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N. J. 08648-0252

TAXPAYER NAME:

SANTILLI, ROBERT

TRADE NAME:

ROBERT SANTILLI CONSULTING

ADDRESS:

18 NILES AVENUE  
MIDDLETOWN NJ 07748

SEQUENCE NUMBER:

1257235

EFFECTIVE DATE:

09/01/00

ISSUANCE DATE:

08/11/06

*James J. Fruscione*

Acting Director  
New Jersey Division of Revenue

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

Certification: 44451

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 at seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2010 to 15-MAR-2017.

ROBERT SANTILLI CONSULTING  
18 NILES AVENUE  
MIDDLETOWN NJ 07748



  
Andrew P. Sidamon-Eisioff  
Acting State Treasurer

## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Robert Santilli to provide the City with computer software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2016.
4. The amount of the contract is \$51,300.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

2/16/16

\_\_\_\_\_  
James Shea, Police Director

L

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

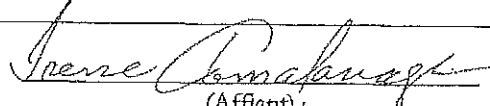
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: RENEE SANTILLI CONSULTING  
 Signed: [Signature] Title: OWNER  
 Print Name: RENEE SANTILLI Date: 3/11/16

Subscribed and sworn before me this 11 day of March, 2016

My Commission expires:

NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires July 28, 2018

  
 (Affiant)  
IRENE TOMALAVAGE  
 (Print name & title of affiant) (Corporate 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 ROBERT SANTILLI CONSULTING (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ROBERT SANTILLI CONSULTING (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT SANTILLI CONSULTING

Signed [Signature] Title: OWNER

Print Name ROBERT SANTILLI Date: 3/11/16

Subscribed and sworn before me  
this 11 day of March, 2016.

[Signature]  
(Affiant)

My Commission expires:

IRENE TOMARAVAGE

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 28, 2018

(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.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELBC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."







(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): ROBERT SANTILLI OWNER

Representative's Signature: [Signature]

Name of Company: ROBERT SANTILLI CONSULTING

Tel. No.: 908-403-3436  
732-895-9576

Date: 3/12/16

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 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 SANTILLI / OWNER  
Representative's Signature: R. SANTILLI  
Name of Company: ROBERT SANTILLI CONSULTING  
Tel. No.: 732-895-9376 Date: 3/11/16

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : ROBERT SANTILLI CONSULTING  
Address : 18 NILES AVE, MIDDLETOWN, NJ  
Telephone No. : 732-895-9376  
Contact Name : ROBERT SANTILLI

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ROBERT SANTILLI CONSULTING

Address: 18 NILES AVE MIDDLEBURY, NJ

Telephone No.: 732-895-9376

Contact Name: ROBERT SANTILLI

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**

*James J. Fuscone*

James J. Fuscone  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08648-0252

TAXPAYER NAME:

SANTILLI, ROBERT

ADDRESS:

18 NILES AVENUE  
MIDDLETOWN NJ 07748

EFFECTIVE DATE:

09/01/00

TRADE NAME:

ROBERT SANTILLI CONSULTING

SEQUENCE NUMBER:

1257235

ISSUANCE DATE:

08/11/06

*James J. Fuscone*

Acting Director  
New Jersey Division of Revenue

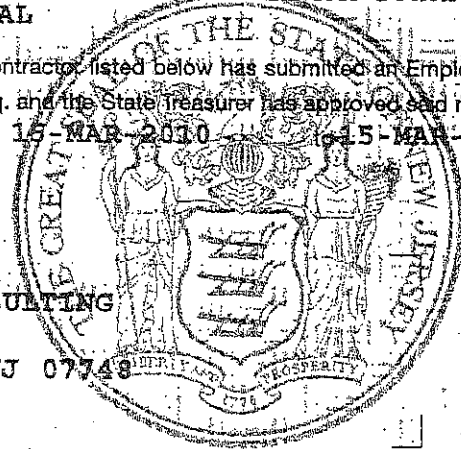
Certification 44451

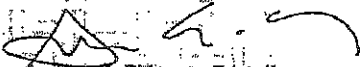
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAR-2010~~ to ~~15-MAR-2017~~

ROBERT SANTILLI CONSULTING  
18 NILES AVENUE  
MIDDLETOWN

NJ 07748



  
Andrew P. Sidamon-Eristoff  
Acting State Treasurer



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

City Clerk File No. Res. 16.185

Agenda No. 10.W

Approved: MAR 23 2016



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

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

**WHEREAS**, there exists a need to Support and Maintain the Avaya Phone System for the Department of Public Safety; and

**WHEREAS**, this equipment utilizes proprietary hardware and software; and

**WHEREAS**, the City of Jersey City (City) has received a proposal from Viper Communications in the total amount of Thirty Eight Thousand Six Hundred and Forty Six (\$38,646.00) Dollars beginning March 1, 2016 – March 1, 2017; and

**WHEREAS**, Viper Communications. has agreed to and has the specific ability to support the Department of Public Safety Avaya Phone System with regard to its integration with the Intrado/Positron Viper E-9-1-1 system and the detailed requirements of said integration; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, funds in the amount of \$9,661.50.00 are currently available in the Temporary 2016 budget of Account No. 16-01-201-25-271-310; and

**WHEREAS**, , N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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**, Viper Communications has completed and submitted a Business Entity Disclosure Certification which certifies that Viper Communications has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Viper Communications from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, Viper Communications has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

**WHEREAS**, the Public Safety Director has determined and certified in writing that the value of the contract will exceed \$17, 500;

City Clerk File No. Res. 16.185  
Agenda No. 10.W MAR 23 2016

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

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

1. A one year contract is awarded to Viper Communications in the amount of Thirty Eight Thousand Six Hundred and Forty Six (\$38,646.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Viper Communications provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, 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 funds are available for payment of the above resolution in Account No. **1-01-201-25-271-310**

Acct. No.  
**16- 01-201-25-271-310.**

P.O.# 120152

Amount  
**\$38,646.00**  
9661.50

APPROVED: Jerome Cole  
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 <u>3.23.16</u>											
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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

**Project Manager**

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

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

**Contract Purpose**

Provide the Department of Public Safety (Police) repairs and maintenance for the AVAYA phone network.

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

2016 Operating Expenses \$38,646.00

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

March 1, 2016 thru March 1, 2017

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/9/16  
Date

## DETERMINATION OF VALUE CERTIFICATION

James Shea., of full age, hereby certifies as follows:

1. I am the Director of Public Safety of the City of Jersey City (Division of Police).
2. Attached to this Certification is a Resolution for maintenance and repairs to the AVAYA phone system utilized by the Jersey City Police Department.
3. The term of the contract is March 1, 2016 to March 1, 2017.
4. The amount of the contract is \$38,646.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 3/9/16



James Shea, Director

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

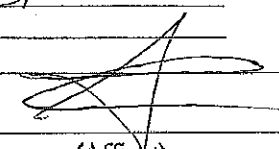
Name of Stock or Shareholder	Home Address
Jody Gonzales 51%	11 Barbara Lane Oakland, NJ 07436
Lukman Ahmed	334 Belleville ave Belleville NJ 07109

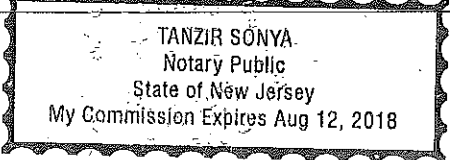
**Part 3 – Signature and Attestation:**

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: Viper Communications LLC  
 Signed: Jody Gonzales Title: President  
 Print Name: Jody Gonzales Date: 3/2/16

Subscribed and sworn before me this 2nd day of MARCH, 2016  
 My Commission expires: 08/12/2018

  
TANZIR SONYA  
 (Affiant)  
 (Print name & title of affiant) (Corporate 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 Viper Communications (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3/1/10 (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 Viper Communications (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: Viper Communications LLC

Signed: Jody Gonzalez Title: President

Print Name: Jody Gonzalez Date: 3/2/10

Subscribed and sworn before me  
this 2nd day of March, 2010.  
My Commission expires: 08/12/2018

TANZIR SONYA  
(Signature)  
(Print name & title of affiant) (Corporate Seal)

TANZIR SONYA  
Notary Public  
State of New Jersey  
My Commission Expires Aug 12, 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.



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 682  
TRENTON, N.J. 08646-0682

TAXPAYER NAME:  
VIPER COMMUNICATIONS LLO

ADDRESS:  
11A COMMERCIAL WAY  
TOTOWA NJ 07078

EFFECTIVE DATE:  
02/27/08

TRADE NAME:

SIPTRIA

SEQUENCE NUMBER:

6507160

ISSUANCE DATE:

04/17/08

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM-BRC

REV. 10/01 (04-00) 1-2004

This certificate is not assignable or transferable. It must be continuously displayed at above address.



# CITY OF JERSEY CITY

Requisition #

0173299

Assigned PO #

120152

## Requisition

**Vendor**  
VIPER COMMUNICATIONS, LLC  
11 A COMMERCE WAY  
TOTOWA NJ 07512

**Dept. Bill To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

**Dept. Ship To**

VI572516WO

**Contact Info**  
PHYLLIS WARREN  
2016313347

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	AVAYA PHONES	0120125271310	9,661.50	9,661.50

TELECOM EQUIPMENT FULL MAINT & SUPPORT  
INCLUDING: PBX, VMAIL & HANDSETS, 24 X 7

TOTAL CONTRACT: \$38,646.00  
TEMPORARY ENCUMBRANCE: \$9,661.50

PERIOD OF : 3/1/16 - 3/1/17

FOR THE FOLLOWING POLICE LOCATIONS:

1. 75 BISHOP STREET
2. 207-7TH STREET
3. 8 ERIE STREET
4. NEW WEST DISTRICT

PROPOSAL BY: CHRISTOPHER M FISHER  
D/D 1/25/16

EUS RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

**Requisition Total 9,661.50**

Req. Date: 01/28/2016

Requested By: PWARREN

Buyer Id:

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

**This Is Not A Purchase Order**

RENEWAL PACKAGE  
FOR CERTIFICATE OF  
EMPLOYEE  
INFORMATION REPORT

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

The contractor and the President of Viper (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: Josely Gonzalez  
Representative's Signature: Josely Gonzalez  
Name of Company: Viper Communications LLC  
Tel. No.: 973-304-1581 Date: 2-16

**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): Jody Gonzales / President

Representative's Signature: Jody Gonzales

Name of Company: Viper Communications LLC

Tel. No.: 973-304-1581 Date: 3-2-16



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)  
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 26204 73 43	2. ASSIGNED CERTIFICATION NUMBER 52085	ISSUE DATE 1-15-14	EXPIRATION DATE 1-15-21
---	---	-----------------------	----------------------------

3. COMPANY NAME

Viper Communications LLC

4. STREET 11A Commerce Way	CITY Totowa	COUNTY	STATE NJ	ZIP CODE 07512
-------------------------------	----------------	--------	-------------	-------------------

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate  2. Damaged  3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) Sody Gonzales	SIGNATURE <i>Sody Gonzales</i>	TITLE owner	DATE MO DAY YEAR 3/2/16
--	-----------------------------------	----------------	-------------------------------

7. ADDRESS NO. & STREET 11A Commerce Way	CITY Totowa	COUNTY	STATE NJ	ZIP CODE 07512	PHONE (AREA CODE, NO., EXTENSION) 973-304-1581
---	----------------	--------	-------------	-------------------	---

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DIN #:
----------------	----------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**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 : Viper Communications, LLC  
Address : 11A Commerce Way Totowa, NJ 07812  
Telephone No. : (973) 304-1581  
Contact Name : Jody Gonzales

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.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 NAME OF FACILITY: \_\_\_\_\_  
 Street City State Zip Code  
 Viper Communications, LLC Passaic NJ 07512  
 11A Commerce Way Totowa

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1	1					2		1			1
PROFESSIONALS	2					2						
TECHNICIANS	5		1	1		3						
SALES WORKERS	4				1	3	2					2
OFFICE & CLERICAL							1		1			
CRAFTWORKERS												
OPERATIVES												
LABORERS	1	1										
SERVICE WORKERS												
TOTAL	13	2	1	1	1	8	5		2			3

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type): \_\_\_\_\_  
 LAST FIRST MI SIGNATURE DATE SUBMITTED

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)  
 11A Commerce Way Totowa NJ 07512 973-304-1581

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & BEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & BEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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 his/her 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): Jody Gonzales / President  
Representative's Signature: Jody Gonzales  
Name of Company: Viper Communications LLC  
Tel. No. 973-304-1581 Date: 3-2-16



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her 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.

COMPANY: Viper Communications LLC

SIGNATURE: Jody Gonzales DATE: 3-2-16

PRINT NAME: Jody Gonzales TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am Jody Gonzales, President  
of the firm of Viper Communications, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) Jody Gonzales

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY March 3<sup>rd</sup> OF 2016

(TYPE OR PRINT NAME OF AFFILANT UNDER SIGNATURE) TANZIR SONIA

NOTARY PUBLIC OF [Signature]  
MY COMMISSION EXPIRES: 2018 08/12/2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

TANZIR SONIA  
Notary Public  
State of New Jersey  
My Commission Expires Aug 12, 2018

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Jody Gonzales 51%	11 Barbara Lane Oakland NJ 07436	51
Wkman Ahmed	384 Belleville ave Belleville NJ 07109	49

SIGNATURE: Jody Gonzales

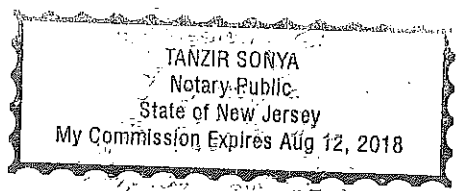
TITLE: President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY MARCH 20 OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) TANZIR SONYA

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 08/12/2016

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders: *Jody Gonzales*

Name: <i>Jody Gonzales</i>	Name: <i>Lukman Ahmed</i>
Home Address: <i>11 Barbara Lane Oakland, NJ 07436</i>	Home Address: <i>334 Belleville Ave Belleville, NJ 07109</i>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this *2nd* day of *MARCH 2018*

(Notary Public) *[Signature]*

My Commission expires: *08/12/2018*

<i>TANZIR SONYA</i> Notary Public State of New Jersey My Commission Expires Aug <i>12</i> 2018 (Corporate Seal)	(Affiant)  (Print Name & Title of affiant)
---	--

# VIPER COMMUNICATIONS

## Telecommunications Equipment Maintenance and Support -Agreement-

<b>Seller:</b> Viper Communications 211-K Gates Road Little Ferry, NJ 07643	<b>Customer:</b> Jersey City Police Department 75 Bishop Street Jersey City, NJ 07302
<b>Coverage Type:</b> <input checked="" type="checkbox"/> FULL COVERAGE INCLUDING: PBX, VOICEMAIL, & HANDSETS (excludes wireless handsets) SWITCH AND VOICEMAIL COVERAGE (excludes all handsets) REMOTE SUPPORT AND MONITORING ONLY (all parts and onsite labor are billable)	
<b>Coverage Hours:</b> <input checked="" type="checkbox"/> 24x7 24 hours a day - 7 days a week <input type="checkbox"/> 8x5 8:00 a.m. - 5:00 p.m. CST Monday - Friday	
<b>Price:</b> Seller shall provide Customer services under the Terms and Conditions of the Agreement in consideration of an annual pre-payment of Thirty Thousand Six Hundred Sixty-Six Dollars and Zero Cents (\$38,646.00). Annual pre-payment includes a 5% discount.	
<b>Coverage Start Date:</b> Coverage Term shall begin March 1st, 2016	
<b>Coverage Terms:</b> This Agreement is made by and between the Seller and Customer for an initial Coverage Term of Twelve (12) months, and shall automatically renew at the end of the Coverage Term for successive Coverage Terms of twelve (12) months unless explicitly cancelled by the Seller or Customer, in writing, at least thirty (30) days prior to expiration of the current Coverage Term.	
<b>Covered Equipment:</b> Coverage is limited to the hardware and software listed in the "Covered Equipment" Chart.	
<b>Coverage Includes:</b> - FREE Initial Site Visit and Equipment Inspection - FREE Help Desk Support - FREE 24x7 Alarm Monitoring, Diagnostics and Trouble-Shooting - FREE Annual Preventative Maintenance Visits (PMVs)* - FREE Spare Parts Kit* - FREE Carrier Support* - FREE Installation of an Uninterruptible Power Supply (UPS)* - FREE Carrier Service Evaluation - GUARANTEED 2 Hour Response Time (During Coverage Hours)	

### Terms & Conditions:

Viper Communications (Seller) agrees to provide the Customer the following maintenance and support services:

#### 1. Service:

- A. Provide all parts and labor to repair or replace Covered Equipment during the Term of the Agreement.
- B. Provide a toll-free hotline to report service issues, available 24 hours a day, 365 days a year.
- C. Provide unlimited remote support and trouble-shooting of Covered Equipment from 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**D.** Dispatch a technician to the Customer site during Coverage Hours to repair or replace defective Covered Equipment if the problem cannot be resolved via remote support. Excludes the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**E.** Response time is guaranteed for the following types of outages:

i. Major Outage: 25% trunk or station port outage; 25% or more voicemail outage; attendant console outage- a technician will be dispatched within two (2) coverage hours and will be onsite within an additional two coverage hours.

ii. Non-major Outage: all other outages or problems covered under this Agreement- a technician will be dispatched within eight (8) coverage hours and will be onsite within an additional eight (8) coverage hours.

**F.** Customer may request services, products, and onsite labor not included in this Agreement. All services, products, and onsite labor not included in this Agreement shall be billed to the Customer on a "Time & Materials" basis.

**G.** Restore covered telephony and voicemail functions with Customer's licensed copies of operational software and most recent data files and backup files. Viper Communications (Seller) is not responsible for the loss or corruption of Customer's software, data files or backup files. Reprogramming without the Customer's licensed software and backups files will be done at Viper Communication's posted programming rates.

**H.** Any and all equipment removed by Viper Communications (Seller) or it's subcontractors, third-party vendors or suppliers during the fulfillment of this Agreement shall become the property of Viper Communications.

## 2. Conditions

**A.** Viper Communications reserves the right to perform an inspection of Customer's equipment prior to commencement of this Agreement to ensure: all Covered Equipment is installed in accordance with manufacturer's specifications; all Covered Equipment is functioning according to manufacturer's specification; Covered Equipment is installed in a satisfactory, controlled environment.

**B.** Customer is responsible for providing continuous, properly grounded power to Covered Equipment. Covered Equipment must be powered through an Uninterruptible Power Supply (UPS) of proper voltage and sufficient wattage capacity. Outages and/or damage to Covered Equipment caused by power surges are not covered by this Agreement.

**C.** Customer is solely responsible for providing continuous carrier service. Outages to Covered Equipment caused by Customer's carrier are not covered by this Agreement. Damage to the Covered Equipment caused by the carrier are not covered by this Agreement.

**D.** Customer must provide an uninterrupted dedicated trunk line for the Seller's remote access to each phone system(s) and voicemail server(s) covered under this Agreement.

**E.** Customer must provide constant physical access to, and work space around, all Covered Equipment, sufficient for the maintenance, repair and replacement of a Covered Equipment.

**F.** Customer shall provide copies of all licensed software and regularly scheduled backup files necessary to properly maintain, repair or replace Covered Equipment.

**G.** Customer shall authorize Viper Communications to engage Avaya Communications for any services required for the execution of Viper Communications responsibilities under this Agreement. Viper Communications agrees to reimburse Customer for all expenses incurred by Avaya Communications for services explicitly authorized by Viper Communications.

**H.** Customer agrees to allow Viper Communications (Seller) to contract subcontractors, third-party vendors and suppliers who may be used from time-to-time to service Customer's equipment in accordance with Seller's responsibilities under this Agreement. Viper Communications shall directly reimburse subcontractors, third-party vendors and suppliers for their services and products explicitly authorized by Viper Communications.

## 3. Exclusions

**A.** Viper Communications does not cover damage to Covered Equipment caused by, and accepts no liability for:

i. The actions of persons not authorized by Viper Communications to perform services on Covered Equipment

ii. The attachment of equipment not authorized by Viper Communications to Covered Equipment

iii. The installation of software not authorized by Viper Communications to Covered Equipment

iv. The misuse, abuse, or neglect of Covered Equipment by Customer, Customer's employees, Customer's agents, or any other persons operating the Covered Equipment.

v. Failure of the Customer to provide Seller and it's representatives sufficient and timely access to Covered Equipment or access to areas required to support Covered Equipment.

vi. Acts of God, forces of nature, acts of terrorism, acts of public enemies, criminal acts, war, military action, acts of civil or law enforcement officials, fire, explosion, pest or rodent damage, labor disputes including strikes, water damage including flooding and/or leaks, inability to secure and deliver materials due to shortages, fuel or energy shortages, the acts or failures of Customer's carrier service providers, unauthorized use of Covered Equipment or other products, and any other conditions that are beyond the control of Viper Communications.

vii. Lightning strikes, power surges and surges over carrier lines

**B.** Damage to Covered Equipment caused by or attributed to carrier service issues is not covered.

**C.** Damage to Covered Equipment and outages caused by other network equipment (including data networks, close circuit networks, and any outside utility networks) connected to the Covered Equipment is not covered in this Agreement.

**D.** This Agreement does not include: moving existing equipment, installation of new equipment, wiring new stations or trunk ports, or reprogramming of Covered Equipment. Customer agrees to contact Viper Communications seven (7) days prior to moving the PBX, voicemail server, power supply and related equipment.

E. Wireless handsets, chargers, batteries, doorbells, door buzzers, door openers, paging systems, intercoms, external speakers, external ringers, loud speakers, demarcation terminals, carrier equipment, phone jacks and wiring are specifically excluded from coverage unless specifically described in the Covered Equipment Chart.

**4. Payment:**

- A. Customer agrees to pay all fees included in this Agreement.
- B. Monthly invoices are due within thirty (30) days of the invoice date. Cash, check, and supported credit cards are acceptable forms of payment.
- C. Annual pre-paid invoices are generated on the first day of coverage and are due within thirty (30) days of the invoice date. Annual pre-paid invoices are discounted 5% when paid within thirty (30) days of the start of service. The 5% discount is removed if the payment is not received by Viper Communications within thirty (30) days of the invoice date.
- D. Customer agrees to pay all applicable Federal, State, and municipal taxes, unless a tax-exempt certification is filed with Viper Communications by the Start Date.

**5. Termination of Agreement by Customer Default:**

- A. Customer is in default, and Viper Communications reserves the right to terminate this Agreement, if:
  - i. Customer fails to pay a monthly or annual pre-paid invoice under the terms of this Agreement;
  - ii. Customer fails to observe any of the conditions of this Agreement;
  - iii. Customer significantly alters the phone system, voicemail or handsets from that which is listed in the Covered Equipment Chart without notifying Viper Communications, including but not limited to: adding trunk ports, adding station ports, adding handsets, adding licensing of any kind, adding components, adding connected equipment or servers, reducing components, reducing power supply redundancy, upgrading the phone system or software release, changing voicemail platforms, moving the phone system, moving the voicemail, moving the UPS, eliminating the UPS, or any other change to the Covered Equipment in this Agreement.
  - iv. Customer contracts any vendor not authorized by Viper Communications to maintain and support the equipment listed in the Covered Equipment Chart.
- B. Customer is responsible for all administrative fees, attorney's fees, and court costs incurred by Viper Communications in the collection of delinquent payments, late fees and early termination fees as set forth in 6 (B).

**6. Early Termination by the Customer:**

- A. Customer may terminate this Agreement at any time prior to the Start Date without penalty, less any the balance of any unpaid expenses incurred by Viper Communications. Any payments made toward this Agreement will be first applied to any outstanding balances Customer has with Viper Communications. Any remaining credit will be returned to the Customer within thirty (30) days. Credit balances under \$1000.00 will be returned in the form of original payment. Credit balances of \$1000.01 or more will be returned by check, via regular U.S. mail.
- B. After the Start Date, Customer may voluntarily cancel this Agreement at any time, subject to an Early Termination Penalty. Early Termination Penalty is defined as the lesser of twelve (12) months service under this Agreement, or the sum of charges for all periods remaining in this Agreement, less any expenses incurred by Viper Communications.

**7. Ownership of Equipment and Software Licenses**

- A. Customer hereby attests to be the legal owner (by outright ownership or third-party lease/financial agreement) or licensed end-user of all Covered Equipment, software licenses, and user licenses.
- B. Customer also attests that ownership of all Covered Equipment, software licenses and user licenses is free of any liens or legal attachment which may obstruct Viper Communications from properly servicing this Agreement.
- C. Customer assumes all liabilities (financial and otherwise) and holds Viper Communications harmless in any conflicts which may arise from the Customer's misuse of Covered Equipment and licenses.

**8. General Provisions:**

- A. Any modification, supplement or waiver of any part of this Agreement must be expressly approved in writing by an authorized representative of both the Seller and the Customer.
- B. Neither party may assign this Agreement to another party without the prior express written consent of the other party. Such assignment may not be unreasonably withheld when sufficient notice is given. Failure of a party to respond to notice of assignment may not be construed as approval of assignment by the other party.
- C. If either party to this Agreement fails to exercise their rights or seek remedy under this Agreement or the law, that failure may not be construed as a waiver of any rights or the right to seek remedy.
- D. This Agreement is governed by the laws of The State of New Jersey.
- E. If any provision of this Agreement is deemed to be unenforceable under Federal, State or local laws, that provision will then be divisible in accordance with applicable law. All other provisions shall remain in effect unless mutually agreed to by both parties.

**9. Dispute Arbitration:**

- A. All unresolved disputes between the parties to this Agreement shall be resolved as follows: a single professional arbitrator shall conduct binding good-faith arbitration, governed by the laws of the Federal Arbitration Act of the U.S.C. Each party shall bear the costs of it's own attorney's fees and other legal fees. All claims against Viper Communications related to this Agreement must be filed within twelve (12) months of the cause of the claim. Written notice of the claim must be submitted in writing to Viper Communications within said twelve (12) month period.



**10. Notice and Mailing Address:**

A. Payments, written notices and any other information sent to Viper Communications related to this Agreement should be sent by certified mail (with return receipt) to the following address:

**Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643**

**This Agreement is considered executed upon signature of the Seller and Customer**

**Seller:**

**Viper Communications**  
*Christopher M. Fisher*

\_\_\_\_\_  
Authorized Signature

**Christopher M. Fisher**

\_\_\_\_\_  
Print Name

**Support Services Manager**

\_\_\_\_\_  
Title

**25-Jan-16**

\_\_\_\_\_  
Date

**Customer:**

**Jersey City Police Department**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**Covered Equipment Chart**

<b>CUSTOMER NAME:</b>		Jersey City Police Department
<b>ADDRESS:</b>		75 Bishop Street
<b>CITY, STATE, ZIP:</b>		Jersey City, NJ 07302
<b>SOLD TO NUMBER:</b>		<b>COVERAGE START DATE:</b> 3/1/2016
QTY	ITEM NUMBER	DESCRIPTION
<b>75 Bishop Street</b>		
1	S8700 CM5	Avaya S8700 Server, Communication Manager R5.0
2	G650	G650 Media Gateway Cabinet
4	655A	655A Power Supply
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack
2	TN2312BP	IP Server Interface Circuit Pack
1	TN799DP	Control LAN Circuit Pack
1	TN771DP	Maintenance/Test Circuit Pack
7	TN464HP	ISDN T1/PRI Interface Circuit Pack
1	TN747B	Central Office Analog Trunk Port Interface Circuit Pack
5	TN793CP	Analog Station Port Circuit Pack
97	9630	IP Phones
348	Total Ports	
<b>207 7th Street</b>		
1	S8300 CM5	Avaya S8300 Server, Communication Manager 5
1	G350	G350 Modular Media Gateway Cabinet
1	MM701BP	ISDN T1/PRI Interface Media Module
1	VMM-ANN	Announcement Media Module
1	IA770	Intuity Audix Integrated Voicemail
48	9620	IP Phones
79	Total Ports	
<b>8 Erie Street</b>		
1	S8700 CM4	Avaya S8700 Server, Communication Manager R4.0
3	G650	G650 Media Gateway Cabinet
6	655A	655A Power Supply
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack
1	TN2312BP	IP Server Interface Circuit Pack
3	TN799DP	Control LAN Circuit Pack
7	TN747B	Central Office Analog Trunk Port Interface Circuit Pack
2	TN429D	Central Office Analog Trunk Port Interface Circuit Pack
1	TN771DP	Maintenance/Test Circuit Pack
2	TN2224B	Digital Station Port Circuit Pack
1	TN793CP	Analog Station Port Circuit Pack
1	S8300 LSP	S8300 Local Survivable Processor
7	MM771AP	Analog Media Module
76	4621	IP Phones
382	Total Ports	
1	IA LX 16 port	Intuity Audix LX Voicemail Server, 16 port
1	Astrisk Server	Asterisk SIP-to-Digital Server for Emergency Kiosks
<b>New West District</b>		
1	Avaya CM6.3	Avaya Communication Manager System Software Release 6.3 w/ IA770 Embedded Voicen
1	G450	G450 Media Gateway Cabinet with Internal Power Supply
1	MM8300D	S8300D Communication Manager Server
3	MM711	Analog Media Module
1	MM710B	T1/PRI Media Module
2	MM716	Analog Media Module
26	9608	Avaya 9608 IP Phone

Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

44	9611G	Avaya 9611G IP Phone
3	9621G	Avaya 9621G IP Phone
1	APC 1500Va/120V	APC Uninterruptable Power Supply

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

City Clerk File No. Res. 16.186

Agenda No. 10-X

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AT&T MOBILITY FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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

**WHEREAS**, the Public Safety Communications Center requires wireless devices and services to secure mobile data connectivity; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, AT&T Mobility, P.O. Box 6463, Carol Stream, Illinois 60197 is in possession of State Contract A82584, will provide wireless devices and services; and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-25-271-302	120074	A82584	\$108,000.00	\$10,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to AT&T Mobility for wireless devices and services.
2. The total contract amount is \$108,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AT&T MOBILITY FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-25-271-302	120074	A82584	\$108,000.00	\$10,000.00

Approved by Peter Folgado, Director of Purchasing  
RPPO, QPA

February 24, 2016  
Date

PF/pv  
2/18/16

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 3.23.16											
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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AT&T MOBILITY FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

**Initiator**

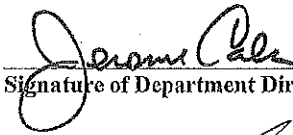
Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rabakersr@njcps.org

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

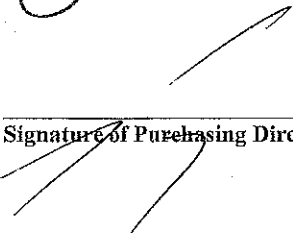
**Resolution Purpose**

Providing telecommunications services for the Department of Public Safety

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date 2/23/16

  
Signature of Purchasing Director

Date 2/23/16



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120074**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173176**  
 BUYER **STATECONT**

DATE	VENDOR NO.
02/18/2016	AT041368

**VENDOR INFORMATION**

**AT&T MOBILITY**  
**PO BOX 6463**  
  
**CAROL STREAM IL 60197**

**DELIVER TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
  
**JERSEY CITY NJ 07304**

**BILL TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	MOBILE DATA	01-201-25-271-302	10,000.0000	10,000.00
TOTAL CONTRACT: \$108,000.00 TEMPORARY ENCUMBRANCE: \$10,000.00  CY 2016: 1/1/16 - 12/31/16  T-216A: WIRELESS DEVICES & SERVICES  SC A82584  PARTIAL PAYMENT VOUCHERS:  SC RESO _____, APPROVED					

TAX EXEMPTION NO. **22-6002013**

**PO Total 10,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**GOODS & SERVICES - NON BIDS**

REQ NO. 173176

PO NO. 120074

DEPT/DIV: PUBLIC SAFETY - POLICE

DESC: WIRELESS DEVICES & SERVICES

CONTRACT TYPE: STATE CONTRACT

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
X	Fact Sheet <i>lb</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agmt
X	BRC
X	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert
X	Reso/Ordinance (APPROVED BY LAW) <i>Rh 7.22</i>
N/A	Approvals (fleet only)

**NOTES:**

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# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

Requisition #

0173176

Vendor  
AT&T MOBILITY  
PO BOX 6463  
CAROL STREAM IL 60197

Dept. Bill To  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET

JERSEY CITY

Dept. Ship To  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

AT041368

Contact Info  
PHYLLIS WARREN  
016313347.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	MOBILE DATA	0120125271302061	10,000.00	10,000.00

TOTAL CONTRACT: \$108,000.00  
TEMPORARY ENCUMBRANCE: \$10,000.00

CY 2016: 1/1/16 - 12/31/16

T-216A: WIRELESS DEVICES & SERVICES

SC A82584

PARTIAL PAYMENT VOUCHERS

SC RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

Requisition Total 10,000.00

Req. Date: 01/20/2016

Requested By: PWARREN

Buyer Id:

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

**This Is Not A Purchase Order**





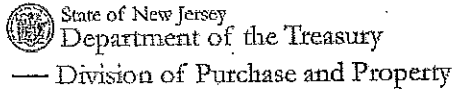
## New Jersey Division of Revenue

Revenue

NJEGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0360484 FOR CELLULAR TELEPHONE COMPANY  
IS VALID.



**Notice of Award  
Term Contract(s)**

**T-216A  
WIRELESS DEVICES AND SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to GREGORY BUDDIE

**Downloadable NOA Documents**  
 (Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [State Contract Manager Adobe PDF](#) (18 kb)
- [Method of Operation Adobe PDF](#) (23 kb)
- [Price List Links Link](#)

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The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

<b>Index #:</b>	T-216A
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/12 TO: 01/31/17
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22315
<b>Bid Open Date:</b>	01/19/12
<b>CID #:</b>	1035573
<b>Commodity Code:</b>	915-75
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination  
 B. Method of Operation - State Agencies Only  
**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
 PO Box 230  
 Trenton, NJ 08625  
 (609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

GREGORY BUDDIE	PROCUREMENT SPECIALIST	609-984-6237
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	<b>PUB DATE:</b>	<b>09/16/15</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	AMERICAN MESSAGING 1720 LAKE POINTE DRIVE SUITE 100 LEWISVILLE, TX 75057
<b>Contact Person:</b>	VARTY APANOSIAN
<b>Contact Phone:</b>	201-664-0008
<b>Order Fax:</b>	201-664-1617
<b>Contract#:</b>	82585
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	

	AT&T MOBILITY ONE AT&T WAY ROOM 2C224E BEDMINISTER, NJ 07921
<b>Contact Person:</b>	FRANK GUZZO
<b>Contact Phone:</b>	732-610-6988
<b>Order Fax:</b>	704-510-6913
<b>Contract#:</b>	82584
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	1 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	VERIZON WIRELESS CELLCO PARTNERSHIP ONE VERIZON WAY BASKING RIDGE, NJ 07920
<b>Contact Person:</b>	RICHARD MULLIN
<b>Contact Phone:</b>	215-280-1333
<b>Order Fax:</b>	215-604-6487
<b>Contract#:</b>	82583
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: AMERICAN MESSAGING			Contract Number: 82585		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 725-45-058307 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: NUMERIC PAGER AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE F MODEL: NUMERIC PAGER	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 725-45-058308 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: ALPHANUMERIC PAGER AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE G. MODEL: ALPHANUMERIC PAGER	1.000	LOT	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 725-45-058309 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: TWO-WAY PAGING AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE H. MODEL: TWO-WAY PAGEING	1.000	LOT	NET	N/A
<b>Vendor: AT&amp;T MOBILITY</b>		<b>Contract Number: 82584</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1- 3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5- 3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS DATA NETWORK	1.000	LOT	NET	N/A

	PLAN AS DEFINED SECTION 3.1.7- 3.1.7.5 OF RFP SCHEDULE E.				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2- 3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.	1.000	LOT	NET	N/A
<b>Vendor:</b> VERIZON WIRELESS CELLCO PARTNERSHIP		<b>Contract Number:</b> 82583			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1- 3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY	UNIT	% DISCOUNT	
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5- 3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS DATA NETWORK PLAN AS DEFINED SECTION 3.1.7- 3.1.7.5 OF RFP SCHEDULE E.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2- 3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS	1.000	LOT	NET	N/A

MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.				
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**Downloadable RFP Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [NJ Standard Terms and Conditions Adobe PDF \(93 kb\)](#)
- [RFP TEXT Adobe PDF \(731 kb\)](#)
- [Attachment # 1 - Schedules A-K and Pricing Configuration Schedules P1 - P9. Mandatory requirement for Bidders to provide its pricing. Adobe PDF \(185 kb\)](#)
- [NJ Standard RFP Forms Adobe PDF \(750 kb\)](#)
- [Cooperative Purchase Form Adobe PDF \(485 kb\)](#)
- [Source Disclosure Certification Adobe PDF \(821 kb\)](#)
- [Signatory Page Adobe PDF \(53 kb\)](#)
- [Price Sheet Adobe PDF \(55 kb\)](#)
- [Addendum # 1 - Responses to eQ&A and Additional Information Adobe PDF \(170 kb\)](#)
- [Addendum # 2 - Additional Bid Information Adobe PDF \(18 kb\)](#)

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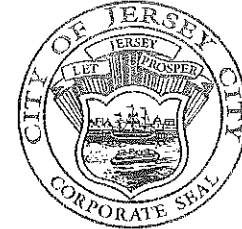
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.187

Agenda No. 10.Y

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL FOR THE PURCHASE OF COMPUTER EQUIPMENT AND PERIPHERALS FOR THE 911 DISPATCH CENTER FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

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

**WHEREAS**, the Bishop Street Communication Center will be converted to a VDI (Virtual Desktop Infrastructure). Replacing end of life computer equipment will greatly improve the performance and reliability of the 911 Dispatch System; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Dell, One Dell Way, Round Rock, Texas 78682 is in possession of State Contract No. A89967, submitted a proposal in the amount of Sixty Seven Thousand, Nine Hundred Seventeen Dollars and Seventy Five Cents (\$67,917.75), for computer equipment and peripherals; and

**WHEREAS**, funding this purchase is an allowable expense under the FY-15 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

**WHEREAS**, funds are available for this contract in the UASI FY-15 Federal & State Grant Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-572-314	120285	A89967	\$67,917.75

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable.

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

1. A contract is awarded to Dell for computer equipment and peripherals for the 911 Dispatch Center.
2. The total contract amount is \$67,917.75.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL FOR THE PURCHASE OF COMPUTER EQUIPMENT AND PERIPHERALS FOR THE 911 DISPATCH CENTER FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

<b>Account</b>	<b>P.O. #</b>	<b>State Contract</b>	<b>Total Contract</b>
02-213-40-572-314	120285	A89967	\$67,917.75

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

March 11, 2016  
Date

PF/pv  
3/8/16

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 3.23.16											
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.  
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 AWARD OF A CONTRACT TO DELL FOR THE PURCHASE OF COMPUTER EQUIPMENT AND PERIPHERALS FOR THE 911 DISPATCH CENTER FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**Initiator**

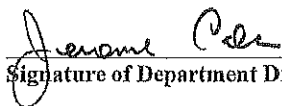
Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

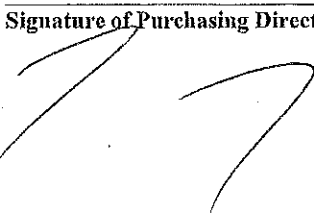
**Resolution Purpose**

Replace end of life computer equipment in the Bishop Street Communication Center. Center will be converted to a (VDI) Virtual desktop infrastructure. This will greatly improve the performance and reliability of the 911/Dispatch system.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date 3/6/16

  
Signature of Purchasing Director

Date 3/11/16



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**120285**  
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173532**  
 BUYER **STATECONT**

DATE	VENDOR NO.
03/03/2016	DE147660

**VENDOR INFORMATION**

**DELL**  
**ONE DELL WAY**  
**MS R2W-20**  
**ROUND ROCK TX 78682**

**DELIVER TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
  
**JERSEY CITY NJ 07307**

**BILL TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
3.00	EA	GROUP 1 SYSTEM DELL XC630 FOR ESXI (210-AEIF)	02-213-40-572-314	22,639.2500	67,917.75
1.00	EA	NO SHIPPING QUOTE 725446776, CUSTOMER 69796111 M-0483: NASPO/VP COMPUTER EQUIPMENT (DESKTOPS, LAPTOPS, TABLETS, SERVERS & STORAGE INCLUDING RELATED PERIPHERALS & SERVICES) MASTER AGREEMENT: MNWNC-108 SC A89967 STATECONT RESO _____, APPROVED _____	02-213-40-572-314	.0000	.00

TAX EXEMPTION NO. **22-6002013**

**PO Total 67,917.75**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**  
 \_\_\_\_\_  
 VENDOR SIGN HERE

OFFICIAL POSITION \_\_\_\_\_ DATE \_\_\_\_\_

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Requisition #

0173532

Assigned PO #

**Vendor**  
DELL  
ONE DELL WAY  
MS R2W-20  
ROUND ROCK TX 78682  
DE147660

**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
  
JERSEY CITY

**Dept. Ship To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

**Contact Info**  
D.Baker  
000000201.

Quantity	UOM	Description	Account	Unit Price	Total
3.00	EA	GROUP 1 SYSTEM DELL XC630 FOR ESXI (210-AEIF)	0221340572314060	22,639.25	67,917.75
1.00	EA	NO SHIPPING	0221340572314060	.00	.00

QUOTE 725446776, CUSTOMER 69796111

M-0483: NASPO/VP COMPUTER EQUIPMENT  
(DESKTOPS, LAPTOPS, TABLETS, SERVERS &  
STORAGE INCLUDING RELATED PERIPHERALS  
& SERVICES

MASTER AGREEMENT: MNWNC-108

SC A89967

STATECONT RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

Requisition Total 67,917.75

Req. Date: 02/17/2016

Requested By: DBAKER

Buyer Id:

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

**This Is Not A Purchase Order**



## New Jersey Division of Revenue

Revenue NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0095191 FOR DELL MARKETING LP IS VALID.

**Patricia Vega**

---

**From:** Robert A. Baker Sr [RBakerSr@NJJCPS.ORG]  
**Sent:** Thursday, February 18, 2016 3:52 PM  
**To:** Patricia Vega  
**Cc:** Walter Kierce  
**Subject:** RE: 0173532, Dell

Pat  
This equipment will be used to convert the 911/Dispatch center to VDI (Virtual Desktop Infrastructure). Instead of having an actual full desktop at each location there will be only Dumb Terminals connected to a central server that has all the software and programs on it. If you need more please let me know.

Thanks  
Bob



Robert A. Baker, Sr., BS, MBA, CFE  
Director  
Public Safety Communications & Technology Center  
73-85 Bishop St.  
Jersey City, NJ 07304  
Office: 201-547-5449  
Fax: 201-547-5214  
Cell: 201-668-1304

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

---

**From:** Walter Kierce  
**Sent:** Thursday, February 18, 2016 3:37 PM  
**To:** Robert A. Baker Sr  
**Cc:** Patricia Vega  
**Subject:** FW: 0173532, Dell

Bob;  
Can you please assist with this.  
Thanks GK

---

**From:** Patricia Vega [<mailto:VegaP@jcnj.org>]  
**Sent:** Thursday, February 18, 2016 3:32 PM  
**To:** Walter Kierce  
**Subject:** 0173532, Dell

Director,

**QUOTATION**

Quote #: 725446776  
 Customer #: 69796111  
 Contract #: WN23AGW  
 Customer Agreement #: MNWNC-108/89967  
 Quote Date: 03/03/2016  
 Customer Name: CITY OF JERSEY CITY

Date: 3/3/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

**Sales Professional Information**

SALES REP: AARON HOLST PHONE: 1800 - 9013355  
 Email Address: [Aaron.Holst@Dell.com](mailto:Aaron.Holst@Dell.com) Phone Ext: 99999

**GROUP: 1 QUANTITY: 3 SYSTEM PRICE: \$22,639.25 GROUP TOTAL: \$67,917.75**

Description	Quantity
Dell XC630 for ESXi (210-AEIF)	3
Info C31 Raid configuration for XC630 10 hdd (321-BBQW)	3
PowerEdge R630 Motherboard (329-BCIY)	3
XC630 Label (350-BBGP)	3
XC630-10 (350-BBHJ)	3
64GB SSDR SATA-DOM (400-AGXG)	3
PE Server FIPS TPM 1.2,CC (461-AADP)	3
Nutanix OS for ESXi 6.0, factory installed (619-AHSS)	3
Dell Hardware Limited Warranty Plus On Site Service Extended Year (802-1103)	3
Dell Hardware Limited Warranty Plus On Site Service Initial Year (802-1104)	3
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (802-1122)	3
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (802-1125)	3
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (802-1136)	3
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355 (989-3439)	3
Installation and Implementation of a XC Series Node (975-3731)	3
US Order (332-1286)	3
US Order (332-1286)	3
ProSupport for Multivendor SW, Webscale SW; 3 Year (802-1078)	3
XC630 Shipping (340-AOKM)	3
Intel Ethernet X540 DP 10Gb BT + I350 1Gb BT DP Network Daughter Card (540-BBCC)	3
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	3
Chassis with up to 10, 2.5" Hard Drives, 3 PCIe Slots (321-BBKM)	3
Bezel (325-BBNI)	3
PERC HBA330 12GB Controller Minicard (405-AAJU)	3
Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) Max Mem 1866MHz (338-BFFU)	3
Upgrade to Two Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (85W) (374-BBHD)	3



16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG)	48
2133MT/s RDIMMs (370-ABUF)	3
Performance Optimized (370-AAIP)	3
1TB 7.2K RPM NLSAS 6Gbps 2.5in Hot-plug Hard Drive,13G (400-AEFE)	24
400GB Solid State Drive SATA Write Intensive 6Gbps 2.5in Hot-plug Drive, S3710 (400-AKKL)	6
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	3
ReadyRails Sliding Rails With Cable Management Arm (770-BBBL)	3
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (450-ADWM)	3
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America (492-BBDI)	6
Internal Dual SD Module (330-BBCL)	3
16GB SD Card For IDSDM (385-BBHV)	3
Custom Licensing (379-BBVO)	3
DIMM Blanks for System with 2 Processors (370-ABWE)	3
120W Heatsink for PowerEdge R630 (412-AAEE)	3
120W Heatsink for PowerEdge R630 (412-AAEE)	3
Nutanix 3Y SW Maintenance for Dell XC, Custom1 (634-BCZV)	12
Nutanix Pro Edition for Dell XC, Custom1 (634-BDCG)	27
Nutanix 3Y SW Maintenance for Dell XC, Custom3 (634-BDBX)	3
Nutanix 3Y SW Maintenance for Dell XC, Custom2 (634-BDBL)	6
Redefining the economics of storage (469-3024)	3
Nutanix Pro Edition for Dell XC, Custom3 (634-BCZU)	18
Nutanix Pro Edition for Dell XC, Custom2 (634-BDBD)	9

<b>*Total Purchase Price:</b>	<b>\$67,917.75</b>
<b>Product Subtotal:</b>	<b>\$67,917.75</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>State Environmental Fee:</b>	<b>\$0.00</b>
<b>Shipping Method:</b>	<b>LTL 5 DAY OR LESS</b>

(\* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

#### Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

#### Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale ([www.dell.com/CTS](http://www.dell.com/CTS)), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

If this purchase is intended for resale: Dell's Reseller Terms of Sale ([www.dell.com/resellerterms](http://www.dell.com/resellerterms)).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

#### **Additional Terms for Public Customers**

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

#### **Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF JERSEY CITY for the purpose of this proposal is to be considered confidential information belonging to Dell.

#### **About Dell**

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit [www.dell.com](http://www.dell.com).

#### **Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

**ROBERT A. ROMANO**  
*Acting State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

**AMENDMENT # 1**  
**M-0483**  
**SOLICITATION #16-R-24098**

**Date:** October 19, 2015

**To:** State Agencies and Cooperative Purchasing Participants

**From:** Vicente Azarcon, Purchase Bureau

**Subject:** Computer Equipment, Peripherals and Related Services

**Contract Period:** October 1, 2015 to March 31, 2017

The contract for Computer Equipment, Peripherals and Related Services expiration date has been corrected from 5/31/17 to 3/31/17.

All other terms, conditions, and prices remain the same.

this contract, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.

- o Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
  - o Services purchased under this contract must be directly related to equipment purchased under this contract.
- Leasing and rental of equipment is not permitted under this contract for State agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

#### **1.4 CONTRACT NUMBERS AND TERM**

The State contract numbers are specified below:

<b>Vendor</b>	<b>NASPO ValuePoint Master Agreement #</b>	<b>State Contract #</b>
Ace Technology Partners, LLC	MNWNC-101	89964
Cisco Systems, Inc.	MNWNC-105	89966
Computer Technology Link Corp (CTL)	MNWNC-106	89971
Dell Marketing LP	MNWNC-108	89967
EMC Corporation	MNWNC-109	89968
Firefly Computers, LLC	MNWNC-110	89970
Fujitsu America Inc.	MNWNC-111	89972
Grace Global Inc.	MNWNC-112	89973
HP Inc.	MNNVP-133	89974
Hewlett Packard Enterprise	MNNVP-134	40116
Hitachi Data Systems Corporation	MNWNC-113	89975
Howard Industries Inc.	MNWNC-114	89976
IBM Corporation	MNWNC-116	40047
Lenovo	MNWNC-117	40121
Microsoft Corporation	MNWNC-119	40166
Netapp Inc.	MNWNC-121	89977
Nimble Storage Inc.	MNWNC-122	89978
Panasonic Corporation of North America	MNWNC-124	89980
Pure Storage Inc.	MNWNC-125	89981
Tintri Inc.	MNWNC-128	40294
Transource Service Corp.	MNWNC-130	89982
Xiotech Corporation	MNWNC-132	89983

The contract term is October 1, 2015 through March 31, 2017.

#### **1.5 OBTAINING QUOTES**

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

Several Contractors have elected to use "authorized dealers" to service their contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes.



STATE OF MINNESOTA  
 Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.296.2600  
 Fax: 651.297.3996



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**WITH  
 DELL MARKETING, L.P.**

FOR

**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)**

To: Dell Marketing L. P. CONTRACT NO: MNWNC-108  
 One Dell Way  
 Mailstop 8707 RR1-33 Legal *SM* 2/26/15  
 Round Rock, TX 78682 *1.1.1 2/11/15*

CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later

Contract Vendor Administrator: Diane Wigington THROUGH March 31, 2017  
 Email: [Diane.Wigington@dell.com](mailto:Diane.Wigington@dell.com) EXTENSION OPTION: UP TO 36 MONTHS  
 Phone: (512) 728-4805

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**1. DELL MARKETING L. P.**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Stephanie G. Miller*  
 Signature  
 Title: Contract Manager / Senior Manager *SM*  
 Date: 16 February 2015  
 By: \_\_\_\_\_  
 Signature  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**2. MINNESOTA MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Jill Kaneel*  
 Signature  
 Title: Master Agreement Administrator  
 Date: 2/18/15

**3. MINNESOTA COMMISSIONER OF ADMINISTRATION**

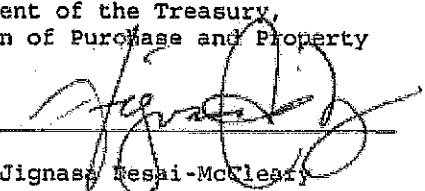
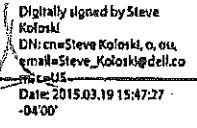
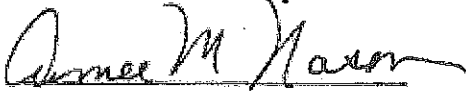
Or delegated representative.

By: Original signed  
 Date: \_\_\_\_\_

MAR 03 2015

By Lucas J. Jannett

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the Effective Date.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: </p> <p>Name: <u>Jignasa Resai-McCleary</u></p> <p>Title: Director, Division</p> <p>Date: <u>4/16/15</u></p>	<p>DELL MARKETING L.P.</p> <p>Steve Koloski</p> <p>By: </p> <p>Name: <u>Steve Koloski</u></p> <p>Title: <u>Contracts Manager</u></p> <p>Date: <u>March 19, 2015</u></p> <p><small>Digitally signed by Steve Koloski DN: cn=Steve Koloski, o=DELL, email=Steve_Koloski@dell.com, c=US Date: 2015.03.19 15:47:27 -0400</small></p>
<p>Approved as to Form: John J. Hoffman Acting Attorney General of the State of New Jersey</p> <p>By: </p> <p>Name: <u>Aimee M. Nason</u></p> <p>Title: Deputy Attorney General</p> <p>Date: <u>3-23-15</u></p>	

**GOODS & SERVICES - NON BIDS**

REQ NO. 173532

PO NO. 120285

DEPT/DIV: OEM/PD

DESC: COMP EQUIP & PERIPHERALS FOR  
911 DISPATCH CENTER

CONTRACT TYPE: SC RESO/DELL

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
X	Fact Sheet <i>WK, KB 3.3.16 Rec'd 3.8.</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agmt
X	BRC
X	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert
X	Reso/Ordinance (APPROVED BY LAW) <i>RR. 3.8</i>
N/A	Approvals (fleet only)

**NOTES:**

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

City Clerk File No. Res. 16.188

Agenda No. 10.Z

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LANGUAGE LINE SERVICES FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) THROUGH THE NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION**

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

**WHEREAS**, N.J.S.A. 52:34-6.2 authorizes a municipality to make purchases and contract for services through the use of a cooperative purchasing agreement; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the National Association of State Purchasing Officials (NASPO) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Department of Public Safety (Police) is in need of Telephone-Based Interpreter Services; and

**WHEREAS**, Resolution 15-158 approved on March 11, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Purchasing Agreement with the Western States Contracting Alliance/National Association of State Purchasing Officials (WSCA/NASPO); and

**WHEREAS**, the Department of Public Safety (Police) wishes to purchase Telephone Based Interpreter Services from Language Line Services, P.O. Box 10612, Monterey, California 93942 who is in possession of contract 50-000-25-00002AA and will provide the services for the sum of \$30,000.00; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, this contract is awarded for a period of twelve (12) months commencing January 1, 2016 through December 31, 2016; and

**WHEREAS**, the sum of Ten Thousand Dollars (\$10,000.00) is available in the 2016 temporary budget; and

Dept of Public Safety, Police Operating Acct.	PO #	Total Contract	Temp Enc.
01-201-25-271-314	120056	\$30,000.00	\$10,000.00

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

(Continued on page 2)



TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LANGUAGE LINE SERVICES FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) THROUGH THE NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Language Line Services be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract in all respects, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

**RESOLVED**, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget;

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Dept of Public Safety, Police Operating Acct.	PO #	Total Contract	Temp Enc.
01-201-25-271-314	120056	\$30,000.00	\$10,000.00

**APPROVED:** \_\_\_\_\_  
 Peter Folgado, Director of Purchasing,  
 QPA, RPPQ

February 24, 2016  
 Date

PF/pv  
 2/17/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LANGUAGE LINE SERVICES FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) THROUGH WESTERN STATES CONTRACTING ALLIANCE/NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (WSCA/NASPO) COOPERATIVE PURCHASING ORGANIZATION

**Initiator**

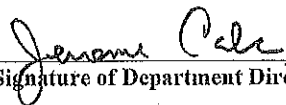
Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njjepps.org

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

**Resolution Purpose**

Provide Interpreter services to 911 operators.

I certify that all the facts presented herein are accurate.

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

Date 2/4/16

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

Date



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**120056**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0173185**  
**BUYER COOP-RESO**

DATE	VENDOR NO.
02/17/2016	LA323270

**DELIVER TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**

**JERSEY CITY NJ 07304**

**VENDOR INFORMATION**

**LANGUAGE LINE, LLC**  
**MIKE MENKAL**  
**PO BOX 10612**  
**MONTEREY CA 93942**

**BILL TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	PHONE BASED  INTERPRETER SRVCS 365 X 7 X 24 ON AN AS NEEDED BASIS  PER NASPO/VP MASTER CONTRACT NO. 50-000-25-00002AA  TOTAL CONTRACT: \$30,000.00 TEMPORARY ENCUMBRANCE: \$10,000.00  PERIOD OF: 1/1/16 - 12/31/16  COOP-RESO _____, APPROVED _____  PARTIAL PAYMENT VOUCHERS	01-201-25-271-314	10,000.0000	10,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total 10,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**GOODS & SERVICES - NON BIDS**

REQ NO. 173185

PO NO. 120056

DEPT/DIV: PUBLIC SAFETY - POLICE

DESC: PHONE BASED INTERPRETER SRVC

CONTRACT TYPE: COOP-RESO

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
X	Fact Sheet <i>2.17.16 B. Baker</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agrmt
X	BRC
N/A	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert <i>A. Bloch 2.17.16 less than 40,000</i>
X	Reso/Ordinance (APPROVED BY LAW) <i>RR 2.12</i>
N/A	Approvals (fleet only)

NOTES:

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# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

Requisition #

0173185

**Vendor**  
LANGUAGE LINE, LLC  
MIKE MENKAL  
PO BOX 10612  
MONTEREY CA 93942  
LA323270

**Dept. Bill To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
  
JERSEY CITY

**Dept. Ship To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

**Contact Info**  
PHYLLIS WARREN  
016313347.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PHONE BASED	0120125271314061	10,000.00	10,000.00

INTERPRETER SRVCS 365 X 7 X 24 ON AN AS  
NEEDED BASIS

PER NASPO/VP MASTER CONTRACT NO.  
50-000-25-00002AA

TOTAL CONTRACT: \$30,000.00  
TEMPORARY ENCUMBRANCE: \$10,000.00

PERIOD OF: 1/1/16 - 12/31/16

COOP-RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 01/21/2016

Requested By: PWARREN

Buyer Id:

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

**This Is Not A Purchase Order**

<b>P.O. NO.</b>	120056	<b>LANGUAGE LINE</b>				<b>VOIANCE</b>		<b>LINGUISTICA</b>	
<b>REQ. NO.</b>	173185								
<b>DEPT/DIV</b>	POLICE	<b>RATE FOR ALL LANGUAGES</b>				<b>FLATE RATE</b>		<b>RATE VARIES</b>	
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXT AMT</b>	<b>UNIT COST</b>	<b>EXT AMT</b>	<b>UNIT COST</b>	<b>EXT AMT</b>
1	PHONE BASED	PER	MIN	\$ 0.62	\$ 0.62	\$ 0.75	\$ 0.75	0.57-69	0.57 - 0.69
2	INTERPRETER								
3	SERVICE								
4									
5									
6									
7									
8									
9									
10									
		<b>SUB-TOTAL</b>			\$ 0.62		\$ 0.75		0.57 - 0.69
	<b>DELIVERY/SHIPPING/HANDLING</b>				\$ -		\$ -		\$ -
		<b>TOTAL</b>			\$ 0.62		\$ 0.75		0.57 - 0.69

**NOTES:**

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## Patricia Vega

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**From:** Robert A. Baker Sr [RBakerSr@NJJCPS.ORG]  
**Sent:** Wednesday, February 17, 2016 1:01 PM  
**To:** Patricia Vega  
**Subject:** RE: phone interpreters 0173185

Pat  
Please change the amount to \$10,000 that will cover for now.

Thanks  
Bob



Robert A. Baker, Sr., BS, MBA, CFE  
Director  
Public Safety Communications & Technology Center  
73-85 Bishop St.  
Jersey City, NJ 07304  
Office: 201-547-5449  
Fax: 201-547-5214  
Cell: 201-668-1304

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

---

**From:** Patricia Vega [mailto:VegaP@jcnj.org]  
**Sent:** Wednesday, February 17, 2016 12:56 PM  
**To:** Robert A. Baker Sr  
**Subject:** phone interpreters 0173185

Hi Bob,

Just want to double check. The total contract is \$30k and want to encumber \$20k as the temp?

*Patricia M. Vega*

CITY OF JERSEY CITY  
DIVISION OF PURCHASING  
394 Central Avenue, 2nd Floor  
Jersey City, NJ 07307  
o: (201)547-4278  
e-mail: [vegap@jcnj.org](mailto:vegap@jcnj.org)



[Click Here for City of Jersey City Website](#)



## New Jersey Division of Revenue

Revenue NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0152327 FOR LANGUAGE LINE LLC IS VALID.



**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM  
Telephone Based Interpreter Services  
Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT  
CTS Language Link  
Master Agreement No: 60-000-14-00002AA  
(hereinafter "Contractor")**

And

**CITY OF JERSEY CITY, NEW JERSEY/PURCHASING DIVISION  
(hereinafter "Participating State/Entity")**

Page 3 of 3

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

**[Please email fully executed PDF copy of this document to  
[PH@wsca-naspo.org](mailto:PH@wsca-naspo.org) to support documentation of participation and  
posting in appropriate data bases]**

Patricia Vega

---

**From:** Patricia Vega [VegaP@jcnj.org]  
**Sent:** Tuesday, October 27, 2015 3:29 PM  
**To:** bmartin@cyracom.com  
**Subject:** NJ PA Form  
**Attachments:** NJ PA form Voiance.pdf

Good afternoon,

We'd like to become a NJ PA. Please sign and return so that I may forward for approval/s.

Thank you!

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM  
Telephone Based Interpreter Services  
Administered by the State of New Mexico (hereinafter "Lead State")**

NON RESPONSIVE

**MASTER AGREEMENT  
Voiance Language Services, Inc.  
Master Agreement No: 50-000-14-00002AC  
(hereinafter "Contractor")**

And

**[NEW JERSEY/CITY OF JERSEY CITY, DIVISION OF PURCHASING  
(hereinafter "Participating State/Entity")**

Page 1 of 3

1. **Scope:** This addendum covers the [contract title] led by the State of ~~xxxxxx~~ for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)  
[Replace this with specific changes or a statement that No Changes Are Required]

4. **Lease Agreements:** [If applicable, Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved"]

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<u>Contractor</u>	
Name	Bill Martin
Address	5780 N. Swan Rd., Tucson, AZ, 85714
Telephone	820-745-9447 Ext.. 1708
Fax	820-745-9022
E-mail	bmartin@cyracom.com

NON  
RESPONSIVE

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING PROGRAM**  
**Telephone Based Interpreter Services**  
**Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT**  
Voiance Language Services, Inc.  
Master Agreement No: 50-000-14-00002AC  
(hereinafter "Contractor")

And

[NEW JERSEY/CITY OF JERSEY CITY, DIVISION OF PURCHASING  
(hereinafter "Participating State/Entity")]

Page 2 of 3

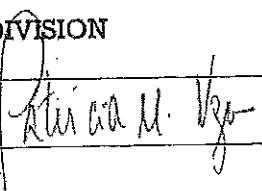
Participating Entity

Name	CITY OF JERSEY CITY, DIVISION OF PURCHASING
Address	394 CENTRAL AVE, STE 2, JERSEY CITY, NJ 07307
Telephone	201-547-4278
Fax	201-547-6585
E-mail	vegap@jcnj.org

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of xxxxxxxxxx, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: NEW JERSEY	Contractor: VOIANCE
By: CITY OF JERSEY CITY, DIVISION OF PURCHASING	By:
Name: PATRICIA M VEGA 	Name:
Title: PRINCIPAL BUYER	Title:
Date: 10/27/15	Date:

[Additional signatures as required by Participating State]

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING PROGRAM**  
**Telephone Based Interpreter Services**  
**Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT**

Voiance Language Services, Inc.  
Master Agreement No: 50-000-14-00002AC  
(hereinafter "Contractor")

NON  
RESPONSIVE

And

[NEW JERSEY/CITY OF JERSEY CITY, DIVISION OF PURCHASING  
(hereinafter "Participating State/Entity")]

Page 3 of 3

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

**[Please email fully executed PDF copy of this document to**  
**[PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and**  
**posting in appropriate data bases]**

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## AUTHORIZING STATE STATUTES - New Jersey

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State of New Jersey Statutes  
 Title 52 State Government, Departments and Officers  
 Chapter 52:34-6.2 Cooperative purchasing agreements with other states for purchase of goods, services; rules, regulations  
 Section 7

a. Notwithstanding the provisions of any other law to the contrary except the provisions of R.S.30:4-95, and as an alternative to the procedures concerning the awarding of public contracts provided in P.L.1954, c.48 (C.52:34-6 et seq.), the Director of the Division of Purchase and Property in the Department of the Treasury may enter into cooperative purchasing agreements with one or more other states, or political subdivisions thereof, for the purchase of goods and services. A cooperative purchasing agreement shall allow the jurisdictions which are parties thereto to standardize and combine their requirements for the purchase of a particular good or service into a single contract solicitation which shall be competitively bid and awarded by one of the jurisdictions on behalf of jurisdictions participating in the contract.

b. (1) The director may elect to purchase goods or services through a contract awarded pursuant to a cooperative purchasing agreement whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded or already awarded through a cooperative purchasing agreement, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(2) The director may also elect to purchase goods or services through a contract awarded pursuant to a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, in which other states participate, whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded through a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district, or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

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## Telephone Based Interpreter Services NEW

### CTS LanguageLink

#### Contract Due Diligence

**Cooperative:** NASPO ValuePoint (formerly WSCA-NASPO) (NASPO ValuePoint)

**Issuing Entity:**  
**Entity Type:**

**Awarding Entity:**  
**Entity Type:**

**Solicitation Type:**

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#### Contract Details

#### Categories

**Contract Name** Telephone Based Interpreter Services NEW

Services: HR, Office and Professional

**Term Start** 03/04/15

**Term End** 03/04/17

**Overview** The contract provides 24/7/365 Telephone Based Interpreter Services on an as needed basis for Limited English Proficiency (LEP) clients needing immediate interpreter assistance.

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## LANGUAGES

1. Bidder must be able to provide Telephone Based Interpreter Services for all languages/dialects listed below (at a minimum):

Akan	Dutch	Inupiaq	Mongolian	Spanish
Albanian	Ewe	Iraqi Arabic	Moroccan Arabic	Sudanese Arabic
Amharic	Estonian	Italian	Nepali	Swahili
Apache	Farsi	Japanese	Norwegian	Swedish
Arabic	Finnish	Karen	Nuer	Tagalog
Armenian	Flemish	Kashmiri	Oromo	Taiwanese
Assyrian	French	Khmer	Pashto	Tamil
Bambara	French Canadian	Kirundi	Patois	Tewa
Behdini	Fukienese	Korean	Persian	Thai
Bengali	Fulani	Krio	Polish	Tiwa
Bosnian	Fuzhou	Kunama	Portuguese	Tibetan
Bulgarian	Georgian	Kurdish	Portuguese Creole	Tigrinya
Burmese	German	Laotian	Punjabi	Taishanese
Cambodian	Greek	Latvian	Romanian	Tongan
Cantonese	Gujarati	Lithuanian	Russian	Towa
Catalan	Haitian Creole	Maay	Samoan	Turkish
Chin	Hausa	Macedonian	Serbian	Ukrainian
Chunkese	Hebrew	Malay	Serbo Croatian	Urdu
Chin-Chow	Hindi	Malayalam	Sicilian	Uzbek
Croatian	Hmong	Mandarin	Sinhalese	Vietnamese
Czech	Hungarian	Marshallese	Slovak	Wolof
Danish	Ibo	Mien	Somali	Yoruba
Dari	Ilocano	Mixteco	Sorani	Yupik
Dinka	Indonesian			



LL

**Attachment B  
Fee Schedule**

All pricing includes the cost of servicing of accounts, and complying with all contractual requirements.

**Unit Price:** is on a per minute basis for all languages specified in Attachment A, Technical Requirements as well as for all unlisted languages that may be provided through the resultant Contract.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment A, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$ 0.62 /min.

**Payment Terms:** Net 30 days

**Optional Equipment:**

Item No.	Equipment Available	Cost or % Discount off MSRP
1.	Purchase of Dual Handset Phones	\$150
2.	Lease of Dual Handset Phones	\$15/month
3.	Purchase of Y connector and extra handset	\$35

Voiance

### Attachment B Fee Schedule

All pricing includes the cost of servicing of accounts, and complying with all contractual requirements.

**Unit Price:** is on a per minute basis for all languages specified in Attachment A, Technical Requirements as well as for all unlisted languages that may be provided through the resultant Contract.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment A, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$ 0.75 /min.

**Payment Terms:** Net 30 days

#### Optional Equipment:

Item	Equipment Available	Unit Price
2.	Corded Dual Hand-Set Single Line Phone Implementation Team will assess how many phones are required to provide optimal service	Waived
3.	Cordless Phones (Optional Add-on)	\$5.95 per month
4.	Tri handset DECT (standard copper line)	\$69.99

#### Service Features:

Service Feature	Charge
Per-Minute Price for all languages 24/7/365	\$0.75 flat rate per minute
Client Selects Language Required by LEP Client	Charges begin when Interpreter answers call, not before.
Interpreter Contact Centers Located Exclusively in the United States	Included in Price Per Minute
Professional Interpreters Handle Calls for Top Required Languages Within our Onshore Contact Centers	Included In Price Per Minute
Account Setup: toll-free number, training and implementation	Waived

**Attachment B  
Fee Schedule**

*Linguistica*

All pricing includes the cost of servicing of accounts, and complying with all contractual requirements.

**Unit Price:** is on a per minute basis for all languages specified in Attachment A, Technical Requirements as well as for all unlisted languages that may be provided through the resultant Contract.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment A, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$ 0.57 /min.

**Payment Terms:** 1% 30 days

**Optional Pricing:**

Item No.	Description	Unit Price
1.	Tiered/Volume Pricing	\$ 0.54 /min. for Spanish
		\$ 0.69 /min. for All Other Languages

**Optional Equipment:**

Item No.	Equipment Available	Cost	Discount off MSRP
2.	Dual handset phone Medical Antibacterial (standard copper line)	\$90.00	30.76%
3.	Dual Handset DECT set (standard copper line)	\$55.00	31.24%
4.	Tri handset DECT (standard copper line)	\$69.99	30.00%

**\*\*Additional equipment available upon request at 20% discount off MSRP**

**\*\* Volume discounts apply for orders larger than 50 units**

**CONNECTION**

1. On average, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
2. On average, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
3. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30 second response time will be adjusted as follows:

If percentage of Spanish is:	Connective time will be:
Less than 60%	80% of all calls will be responded to within 30 seconds, after the client's language being identified
60-70%	85% of all calls will be responded to within 30 seconds, after the client's language being identified
70-80%	90% of all calls will be responded to within 30 seconds, after the client's language being identified

4. In the event interpretation service for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.  
  
In the event any interpretation service request for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi results in a customer being told "no interpreter is available," the Contractor will be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs. These penalties will be assessed monthly and will be itemized and deducted from the appropriate monthly invoice total.
5. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

**INVOICING**

1. Contractor must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.
2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15<sup>th</sup> day of the calendar month immediately following the month under invoice.
3. Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING PROGRAM**  
**Telephone Based Interpreter Services**  
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT  
CTS Language Link  
Master Agreement No: 50-000-14-00002AA  
(hereinafter "Contractor")

And

CITY OF JERSEY CITY, NEW JERSEY/PURCHASING DIVISION  
(hereinafter "Participating State/Entity")

Page 1 of 3

1. Scope: This addendum covers the [contract title] led by the State of New Mexico for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)  
[Replace this with specific changes or a statement that No Changes Are Required]

4. Lease Agreements: [If applicable, Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved"]

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	
Name	Alan Bloch
Address	911 Main Street, # 10, Vancouver, WA 98660
Telephone	360-433-0426
Fax	360-433-0426
E-mail	Alan.bloch@ctslanguageink.com

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM  
Telephone Based Interpreter Services  
Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT  
CTS Language Link  
Master Agreement No: 80-000-14-00002AA  
(hereinafter "Contractor")**

And

**CITY OF JERSEY CITY, NEW JERSEY/PURCHASING DIVISION  
(hereinafter "Participating State/Entity")**

Page 2 of 3

Participating Entity

Name	CITY OF JERSEY CITY, DIVISION OF PURCHASING
Address	394 CENTRAL AVE, SUITE 2, JERSEY CITY, NJ 07307
Telephone	201-847-4278
Fax	201-847-6585
E-mail	vegap@jcnj.org

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of xxxxxxxxxx, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: NEW JERSEY	Contractor: CTS LANGUAGE LINK
By: DIVISION OF PURCHASING	By: <i>Alan Bloch</i>
Name: PATRICIA M VEGA <i>Patricia M. Vega</i>	Name: Alan Bloch
Title: PRINCIPAL BUYER	Title: Controller
Date: 10/27/15	Date: 10/28/15

[Additional signatures as required by Participating State]

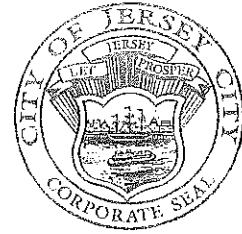
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.189

Agenda No. 10.Z.1

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MOTOROLA FOR THE ANNUAL MAINTENANCE OF THE PUBLIC SAFETY RADIO SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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

**WHEREAS**, the radio system in the Department of Public Safety needs to be maintained to ensure proper and seamless function at all times; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Motorola, 123 Tice Boulevard, Woodcliff Lake, New Jersey 07677 is in possession of State Contract A83909, will provide maintenance to the radio system; and

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

Acct #	P.O. #	State Contract	Total Contract
01-201-25-271-310	120026	A83909	\$368,545.92

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to Motorola for the maintenance of the City's radio system.
2. The total contract amount is \$368,545.92.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 16.189

Agenda No. 10.7.1 MAR 23 2016

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MOTOROLA FOR THE ANNUAL MAINTENANCE OF THE PUBLIC SAFETY RADIO SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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
01-201-25-271-310	120026	A83909	\$368,545.92

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

February 24, 2016  
Date

PF/pv  
2/18/16

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 3.23.16											
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



**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE ANNUAL RADIO MAINTENANCE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY**

**Initiator**

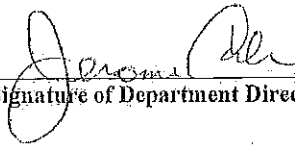
Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

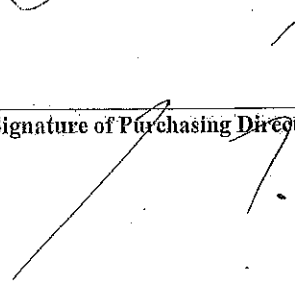
**Resolution Purpose**

Maintenance covers all city departments utilizing radio communications. JCPD, JCFD, JCPE, DPW, JCIA, BOE, JCIA

I certify that all the facts presented herein are accurate.

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

Date 2/7/14

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

Date 2/6/14



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120026**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 CARRIED FORWARD ON SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173485**  
 BUYER **STATECONT**

DATE	VENDOR NO.
02/11/2016	MO380300

**VENDOR INFORMATION**

**MOTOROLA**  
 123 TICE BOULEVARD  
 WOODCLIFF LAKE NJ 07677

**DELIVER TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

**BILL TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	<b>RADIO SYSTEM</b>  ANNUAL MAINTENANCE FOR CITY MOTOROLA RADIO SYSTEM  CY 2016 PERIOD: 1/1/16 - 12/31/16  CONTRACT NO. S00001021899  CUSTOMER: 1000315102  T-0109: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES  SC A83909  PARTIAL PAYMENT VOUCHERS  SC RESO _____, APPROVED _____	01-201-25-271-310	368,545.9200	368,545.92

TAX EXEMPTION NO. **22-6002013**

**PO Total 368,545.92**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

\_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION

\_\_\_\_\_  
 DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL

\_\_\_\_\_  
 DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**GOODS & SERVICES - NON BIDS**

REQ NO. 173485

PO NO. 120026

DEPT/DIV: PUBLIC SAFETY - POLICE

DESC: MAINTENANCE RADIO SYSTEM

CONTRACT TYPE: STATE CONTRACT

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
X	Fact Sheet <i>hb</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agrmt
X	BRC
X	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert
X	Reso/Ordinance (APPROVED BY LAW) <i>hb 2.22</i>
N/A	Approvals (fleet only)

NOTES:

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CITY OF JERSEY CITY

Requisition #  
0173485

Assigned PO #

Requisition

Vendor  
MOTOROLA  
123 TICE BOULEVARD  
WOODCLIFF LAKE NJ 07677

Dept. Bill To  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

Dept. Ship To

MO380300

SC

Contact Info  
Robert Baker, Sr  
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	MAINTENANCE	0120125271310	368,545.92	368,545.92
		ANNUAL MAINTENANCE FOR CITY MOTOROLA RADIO SYSTEM			
		UNDER STATE CONTRACT			

Requisition Total 368,545.92

Req. Date: 02/11/2016  
Requested By: RBAKER  
Buyer Id:

Approved By: *Robert Baker, Sr* 2/11/16

This Is Not A Purchase Order

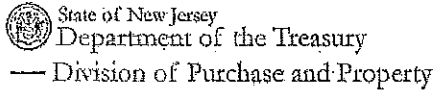


**New Jersey Division of Revenue**

**Revenue** **NJEGS**

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS  
VALID.**



**Notice of Award  
Term Contract(s)**

**T-0109  
RADIO COMMUNICATION EQUIPMENT  
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to COURTNEY IVERSEN

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [State Contract Manager Adobe PDF \(77 kb\)](#)
- [Method of Operation Adobe PDF \(163 kb\)](#)
- [Amendment #1 - Vendor Information Change Adobe PDF \(581 kb\)](#)
- [Amendment #2 - Vendor Information Change Adobe PDF \(294 kb\)](#)
- [Amendment #3 - Contract Assignment Adobe PDF \(14 kb\)](#)

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The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

<b>Index #:</b>	T-0109
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/13 TO: 04/30/18
<b>Applicable To:</b>	ALL STATE AGENCIES

<b>Vendor Name &amp; Address:</b>	MOTOROLA SOLUTIONS INC P.O. BOX 305 BORDENTOWN, NJ 08505
<b>Contact Person:</b>	MARCIAL MOJENA, STATE ACCOUNT
<b>Contact Phone:</b>	609-324-3653
<b>Order Fax:</b>	609-324-2849
<b>Contract#:</b>	83909
<b>Expiration Date:</b>	04/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEW HERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737
<b>Contact Person:</b>	DAWN ODAMS
<b>Contact Phone:</b>	978-467-4721
<b>Order Fax:</b>	928-396-0344
<b>Contract#:</b>	83894
<b>Expiration Date:</b>	04/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	6 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC 7C MARLEN DRIVE ROBBINSVILLE, NJ 08691
<b>Contact Person:</b>	MICHAEL BOLLING
<b>Contact Phone:</b>	609-587-5500
<b>Order Fax:</b>	609-587-6660
<b>Contract#:</b>	83899
<b>Expiration Date:</b>	04/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	1 WEEKS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	NICE SYSTEMS 301 ROUTE 17 NORTH 10TH FLOOR RUTHERFORD, NJ 20170
<b>Contact Person:</b>	YOCHAIRO ZENBLAT

<b>Essential Management Solutions</b>	<b>83895</b>	23
<b>Eventide Inc</b>	<b>83891</b>	19
<b>Goosetown Enterprises Inc</b>	<b>83892</b>	1,15
<b>Harris Corporation RF, Communication Division</b>	<b>83932</b>	1,2,3,7,8,9,11,13,15,18,19
<b>Icom America Inc</b>	<b>83923</b>	2,3,4,5,8,13
<b>Intrado Systems Corp</b>	<b>83916</b>	17
<b>Kenwood USA Inc</b>	<b>83927</b>	1,2,3
<b>KML Technology Inc</b>	<b>83903</b>	17
<b>Kova Corp</b>	<b>83906</b>	18,19
<b>Motorola Solutions Inc</b>	<b>83909</b>	1,2,3,4,5,7,8,9,12,13,15,16,18,19,20,21
<b>Mutualink Inc</b>	<b>83894</b>	7
<b>New Jersey Business Systems Inc</b>	<b>83899</b>	9,11
<b>Nice Systems</b>	<b>83921</b>	19
<b>Office Business Systems Holding Inc</b>	<b>83896</b>	19
<b>O-MC Signal Research</b>	<b>83901</b>	1,10,11
<b>Pinnacle Wireless a, Division of Nexlink Global Services Inc</b>	<b>83918</b>	9,10
Mindshare Consoles		15
Watson Furniture		15
Unipower Sabre		16
Nice		18,19



#### IV. RADIO COMMUNICATION EQUIPMENT AND SERVICES CATEGORIES

□ The following table identifies equipment and service category awards under this contract.

1- Radio Base Station Control Equipment and accessories.	13- Spare Parts
2- Portable Radio Equipment and Accessories	14- Batteries and Chargers
3- Mobile Radio Equipment and Accessories	15- Consoles, Equipment Racks & Operator Furniture
4- Aircraft AM & FM Band Radio & Accessories	16- Uninterruptable Power Supplies (UPS)
5- Marine AM & FM Band Radio & Accessories	17- Call Answering Equipment
6- Amateur Radio Communications Equipment & Accessories	18- Instant Playback Recorder
7- Gateway Devices: Interoperability between dissimilar communications systems	19- Logging Recorder
8- Antennas: Mobile, Portable and Base Station	20- Computer Aided Dispatch System
9- Microwave Equipment, Radio and Antenna & Accessories	21- Computer Aided Dispatch Software
10- Antenna Systems and Bi-Directional Amplifier Equipment	22- Training Simulators and Software
11- Short Range Point to Point Communications Equipment	23- Wireless 9-1-1 Location Accuracy Testing Services
12- Test Equipment.	24- Wireless 9-1-1 Location Validation

#### V. RADIO COMMUNICATION EQUIPMENT AND SERVICES CONTRACTOR AWARDS

- The following table lists each contract number, authorized resellers, equipment and service category awards by contractor under NJ State Term Contract #T-0109 (RFP 13-x-22183).
- All contract awards are Brand Specific unless otherwise noted in the following table, i.e., each contractor and its authorized reseller may provide a quote for equipment and services identified under its own brand name.
- All Authorized Resellers must provide a copy of its authorization letter from the contract vendor and/or equipment manufacturer with each quote proposed to a Using Agency.
  - Authorized Resellers are not permitted to provide equipment or services quote to any Using Agency without a Manufacturer's Authorization Letter and State Contract Manager approval.

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	& ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO				
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO.1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> MOTOROLA SOLUTIONS INC		<b>Contract Number:</b> 83909			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	GATEWAY DEVICES DELIVERY: 30 DAYS ARO				
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
	GATEWAY DEVICES DELIVERY: 30 DAYS ARO				
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
	GATEWAY DEVICES DELIVERY: 30 DAYS ARO				
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...]  ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9-1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
	GATEWAY DEVICES DELIVERY: 30 DAYS ARO				
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
	GATEWAY DEVICES DELIVERY: 30 DAYS ARO				
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W /	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION:	1.000	EA	NET	N/A

	9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULE G (W / SUB-CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]  ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO				
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES]  ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT ...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	& ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO				
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: MUTUALINK INC</b>		<b>Contract Number: 83894</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]  ITEM DESCRIPTION:	1.000	EA	NET	N/A



	SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES]  ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO.1 (NOT...)]	1.000	EA	NET	N/A

	ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC		<b>Contract Number:</b> 83899			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES,	1.000	EA	NET	N/A

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# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001021899  
 Contract Modifier: RN16-JUL-15 14:26:07

Date: 10/08/2015

Company Name: Jersey City, City Of  
 Attn: ROBERT A BAKER SR  
 Billing Address: 73-85 Bishop St  
 City, State, Zip: Jersey City, NJ, 07304  
 Customer Contact:  
 Phone:

Required P.O.: Yes  
 Customer #: 1000315102  
 Bill to Tag #: 0016  
 Contract Start Date: 01/01/2016  
 Contract End Date: 12/31/2016  
 Anniversary Day: Dec 31st  
 Payment Cycle: IMMEDIATE  
 PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
697	SVC01SVC0016C	LOCAL RADIO SUPPORT W/PICK-UP/DLVRY	\$2,474.36	\$29,692.32
2	SVC267AB	ENH: LRS MOBILE SUPPORT ON-SITE		
560	SVC322AC	CONSOLETTA-PICK UP & DELIVERY		
137	SVC368AE	ENH: XTL1500		
2	SVC454AE	ENH: XTL2500		
	SVC573AG	ENH: APX7500 CONSOLETTA		
1	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$866.53	\$10,398.36
1	SVC076AD	ASTRO25 MASTER SITE		
1	SVC078AD	ASTRO25 PRIME SITE		
6	SVC079AD	ASTRO25 REMOTE SITE		
3	SVC083AD	ASTRO25 RECEIVE ONLY		
1	SVC084AD	ASTRO25 DISPATCH SITE		
588	SVC01SVC1220C	ASTRO SFS LITE SERVICE AGREEMENT	\$9,448.00	\$113,224.32
920	SVC26AA	ENH: XTS2500		
2	SVC506AB	XTS1500		
2	SVC570AG	ENH: APX7500 CONSOLETTA		
2	SVC680AD	ENH: XTL5000 CONSOLETTA		
4	SVC680AD	ENH: XTL5000 CONSOLETTA		
250	SVC684AD	ENH: XTL1500		
98	SVC688AD	ENH: XTL2500		
8	SVC01SVC2007C	SP-ONSITE INFRA RESP	\$5,345.69	\$64,148.28
44		ASTRO TAC RECEIVER		
2		GTR8000		
13		MTR2000		
12		QUANTAR STATION		
		SITE(S)		
8	SVC01SVC2008C	SP - NETWORK PREVENTATIVE MAINTENANCE	\$1,629.56	\$19,554.72
44		ASTRO TAC RECEIVER		
13		GTR8000		
		MCC7500		

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2		MTR2000 QUANTAR STATION SITE(S)			
13		SP-ASTRO NETWORK MONITORING GTR8000 SITE(S)	\$1,156.81		\$13,881.72
12		SP-ASTRO TECHNICAL SUPPORT SERVICE GTR8000 SITE(S)	\$1,372.16		\$16,465.92
44	SVC01SVC2010C	SP-ASTRO INFRASTRUCTURE REPAIR/ADV REPL. ASTRO TAC RECEIVER GTR8000 MTR2000 QUANTAR STATION SITE(S)	\$7,125.30		\$79,671.60
8	SVC02SVC0029C	SP-ASTRO INFRASTRUCTURE REPAIR/ADV REPL. ASTRO TAC RECEIVER GTR8000 MTR2000 QUANTAR STATION SITE(S)	\$7,125.30		\$79,671.60
44		GTR8000			
2		MTR2000			
13		QUANTAR STATION SITE(S)			
12		MIP5000 CONSOLE			
2		MIP5000 DIGITAL GATEWAY			
10		SP - LOCAL REPAIR WITH ONSITE RESPONSE UPS	\$1,292.00		\$15,504.00
4	SVC02SVC0030C	UPS			
15	SVC04SVC0016C	SECURITY UPDATE SERVICE			
1	SVC335AH	WINDOWS CLIENT	\$500.39		\$6,004.68
1	SVC336AH	DISPATCH SITE			
1	SVC352AH	MASTER M2			

**SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS**

Subtotal - Recurring Services	\$31,210.80	\$368,545.92
Subtotal - One-Time/Event Services	\$ 00	\$ 00
Total	\$31,210.80	\$368,545.92
Taxes:		
Grand Total:	\$31,210.80	\$368,545.92

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE TO BE VERIFIED BY MOTOROLA.

New Jersey State Contract 83999		
<b>Subcontractor(s)</b>	<b>City</b>	<b>State</b>
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MOTOROLA FSO - YEH (DO44)	GLEN ROCK	NJ

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME)

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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
LORRAINE DECKER	201-574-3550	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Jersey City, City Of  
Contract Number: S00001021899  
Contract Modifier: RN16-JUL-15 14:26:07  
Contract Start Date: 01/01/2016  
Contract End Date: 12/31/2016



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

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obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

**Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

**Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

**Section 12. EXCLUSIVE TERMS AND CONDITIONS**



12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

**Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

**Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

**Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.



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17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.  
Revised Jan 1, 2010



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

City Clerk File No. Res. 16-190

Agenda No. 10-Z-2

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)**

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

**WHEREAS**, as mandated by OSAH, protective gear and equipment is needed for all firefighting personnel; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Turn-Out Fire & Safety, Inc., 3468 JFK Boulevard, Jersey City, New Jersey 07307 is in possession of State Contract A78923 and A81361, and will provide protective gear and equipment; and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-25-267-215	120402	A78923	\$350,000.00	\$20,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to Turn-Out Fire & Safety, Inc. for the purchase and delivery of protective gear and equipment.
2. The total contract amount is \$350,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be effective on March 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 16.190

Agenda No. 10.2.2 MAR 23 2016

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR AND EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-25-267-215	120402	A78923	\$350,000.00	\$20,000.00

Approved by Peter M. Folgado  
Peter Folgado, Director of Purchasing  
RPPO, QPA

March 14, 2016  
Date

PF/pv  
3/14/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE GEAR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, (FIRE DIVISION)

**Initiator**

Department/Division	Public Safety	Fire
Name/Title	Jerome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njcps.org

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

In order to ensure the safety and protection of all firefighting personnel and as mandated by OSHA, there exists a need to provide protective gear and equipment.

I certify that all the facts presented herein are accurate.

Jerome Cala  
Signature of Department Director

3/14/16  
Date

Patricia M. Hoyle, J.D., P. Helms, QSA  
Signature of Purchasing Director

3.14.16  
Date



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**120402**  
THE NUMBER MUST APPEAR ON ALL INVOICES, CORRECTIONS, SHIPPING PAPERS AND PACKAGES.

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0173611**  
**BUYER STATECONT**

DATE	VENDOR NO.
03/14/2016	TU558350

**VENDOR INFORMATION**  
**TURN-OUT FIRE & SAFETY, INC.**  
**3468 JFK BOULEVARD**  
**JERSEY CITY NJ 07307**

**DELIVER TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

**BILL TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	TURN OUT GEAR PROTECTIVE GEAR & EQUIPMENT  NOT TO EXCEED \$350,000 TEMP ENCUMBRANCY \$20,000  T-0046: PROTECTIVE CLOTHING & FOOTWEAR 1 NJCP, SC A78923  T-0106: EQUIPMENT & SUPPLIES 1 NJCP, SC A81361  PPV, EFFECTIVE 3/1/16 - 12/31/16  SC RESO _____, APPROVED _____	01-201-25-267-215	20,000.0000	20,000.00

TAX EXEMPTION NO. **22-6002013** **PO Total** **20,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

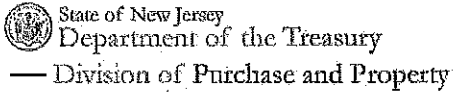


**New Jersey Division of Revenue**

**Revenue** **NJBGS**

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 0101743 FOR TURN OUT FIRE & SAFETY, INC. IS  
VALID.**



**Notice of Award  
Term Contract(s)**

**T-0046  
PROTECTIVE CLOTHING AND FOOTWEAR**

Vendor Information
By Vendor
RFP Documents
Email to KATE POPSO

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if necessary to view all documents)**

[Download All Documents](#)

- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Award Summary Adobe PDF \(12 kb\)](#)
- [Amendment #1 - Line Item Addition Adobe PDF \(12 kb\)](#)
- [Amendment #2 - Contract Extension #1 to 5/31/2015 Adobe PDF \(14 kb\)](#)
- [Amendment #3 - Contract Extension #2 to 5/31/2016 Adobe PDF \(16 kb\)](#)

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**[NOAs By Number](#)**

**[NOAs By Title](#)**

**[Search NOAs](#)**

<b>Index #:</b>	T-0046
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 06/01/11 TO: 05/31/16
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	TURN OUT FIRE & SAFETY INC 3468 KENNEDY BLVD JERSEY CITY, NJ 07307
<b>Contact Person:</b>	JOSEPH CHIUSOLO
<b>Contact Phone:</b>	201-963-9312
<b>Order Fax:</b>	201-963-9314
<b>Contract#:</b>	78923
<b>Expiration Date:</b>	05/31/16
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor: A&amp;A GLOVE &amp; SAFETY CO</b>			<b>Contract Number: 78928</b>		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 200-19-039507 [CLOTHING: ATHLETIC, CASUAL, DRESS,...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 1 - CLOTHING BRAND: DICKIE  BRAND: DICKIES DICKIES OCCUPATIONAL WEAR BUYER'S GUIDE 2012; EFFECTIVE 5/1/12	1.000	EACH	16.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00035	COMM CODE: 345-48-039492 [FIRST AID AND SAFETY EQUIPMENT AND...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 3 - GLOVES BRAND: VALEO  BRAND: VALEO VALEO DISTRIBUTOR PRICE LIST 5/12	1.000	EACH	31.00%	N/A
<b>Vendor: ANCHORTEX CORPORATION</b>			<b>Contract Number: 78925</b>		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 200-19-039506 [CLOTHING: ATHLETIC,	1.000	EACH		N/A



00002	COMM CODE: 200-19-039506 [CLOTHING: ATHLETIC, CASUAL, DRESS,...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 1 - CLOTHING BRAND: BLAUER  BRAND: BLAUER BLAUER 2015 RETAIL PRICE LIST EFFECTIVE JUNE 1, 2015	1.000	EACH	43.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00016	COMM CODE: 200-19-040603 [CLOTHING: ATHLETIC, CASUAL, DRESS,...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 1 - CLOTHING BRAND: SPIEWAK  BRAND: SPIEWAK SPIEWAK RETAIL PRICE LIST 2014 EFFECTIVE 2/17/14	1.000	EACH	20.00%	N/A
<b>Vendor: TURN OUT FIRE &amp; SAFETY INC</b>		<b>Contract Number: 78923</b>			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00005	COMM CODE: 200-19-039506 [CLOTHING: ATHLETIC, CASUAL, DRESS,...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 1 - CLOTHING BRAND: WALLS  BRAND: WALLS WALLS PRICE LIST FALL 2013	1.000	EACH	20.00%  MARKUP	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00009	COMM CODE: 200-19-039506 [CLOTHING: ATHLETIC, CASUAL, DRESS,...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 1 - CLOTHING BRAND: PRO-WARRINGTON  BRAND: PRO-WARRINGTON RETAIL PRICE LIST 3/4/13	1.000	EACH	40.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00014	COMM CODE: 200-19-040600 [CLOTHING: ATHLETIC, CASUAL, DRESS,...]	1.000	EACH	41.00%	N/A

	ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 1 - CLOTHING BRAND: EL BECO  BRAND: ELBECO ELBECO 2014 RETAIL PRICE LIST EFFECTIVE JANUARY 6, 2014				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 200-19-040602 [CLOTHING: ATHLETIC, CASUAL, DRESS,...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 1 - CLOTHING BRAND: EDWARDS  BRAND: EDWARDS EDWARDS 2012 - 2013 RETAIL PRICE LIST	1.000	EACH	39.90%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 800-86-039495 [SHOES AND BOOTS].  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 2 - FOOTWEAR BRAND: BATES  BRAND: BATES BATES CONFIDENTIAL PRICE LIST 2015	1.000	EACH	39.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 800-86-039494 [SHOES AND BOOTS]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 2 - FOOTWEAR BRAND: ROCKPORT BRAND: ROCKPORT ROCKPORT 2014	1.000	EACH	40.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 345-48-039492 [FIRST AID AND SAFETY EQUIPMENT AND...]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR CATEGORY 3 - GLOVES BRAND: RINGERS  BRAND: RINGERS RINGERS RETAIL PRICE LIST EFFECTIVE JANUARY 1, 2014	1.000	EACH	39.00%	N/A

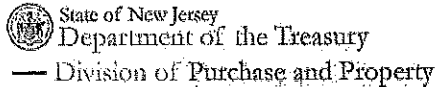
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 201-65-040029 [CLOTHING ACCESSORIES (SEE CLASS 800 FOR ...)]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR SILKSCREENING OF AGENCY LOGO SET-UP CHARGE	1.000	EACH	N/A	\$35.00000
00043	COMM CODE: 201-65-040030 [CLOTHING ACCESSORIES (SEE CLASS 800 FOR ...)]  ITEM DESCRIPTION: PROTECTIVE CLOTHING & FOOTWEAR SILKSCREENING OF AGENCY LOGO IMPRINT CHARGE	1.000	EACH	N/A	\$2.75000
00044	COMM CODE: 201-65-040031 [CLOTHING ACCESSORIES (SEE CLASS 800 FOR ...)]  ITEM DESCRIPTION: PROTECTIVE CLOTHNG & FOOTWEAR SEWING OF PATCHES OR EMBLEMS	1.000	EACH	N/A	\$1.25000

**Downloadable RFP Documents**  
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[Download All Documents](#)

- [NJ Standard Terms and Conditions Adobe PDF](#) (145 kb)
- [RFP TEXT Adobe PDF](#) (450 kb)
- [Attachment # 1 - Current Expenditure Reports for T-0046 and S-0046 Adobe PDF](#) (38 kb)
- [NJ Standard RFP Forms Adobe PDF](#) (750 kb)
- [Bidder Data Packet Adobe PDF](#) (51 kb)
- [Cooperative Purchase Form Adobe PDF](#) (485 kb)
- [Signatory Page Adobe PDF](#) (53 kb)
- [Price Sheet Adobe PDF](#) (56 kb)
- [Addendum # 1 - Responses to eQ&A Adobe PDF](#) (24 kb)
- [Addendum # 2 - Responses to eQ&A and Additional Information Adobe PDF](#) (49 kb)
- [Addendum # 3 - Responses to eQ&A and Additional Information Adobe PDF](#) (39 kb)

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**Notice of Award  
Term Contract(s)**

**T-0106  
POLICE AND HOMELAND SECURITY EQUIPMENT  
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to VICTORIA.KLAW@NJPER

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if necessary to view all documents)**

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (7 kb)
- [Price List Link](#)
- [Subcontractor List](#) Adobe PDF (137 kb)
- [Amendment #1 - Product Addition](#) Adobe PDF (76 k)
- [Amendment #2 - Product Addition](#) Adobe PDF (30 k)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (28 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (14 k)
- [Amendment #5 - Product Addition](#) Adobe PDF (6 ml)
- [Amendment #6 - Product Addition](#) Adobe PDF (24 k)
- [Amendment #7 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #8 - Product Addition](#) Adobe PDF (48 k)
- [Amendment #9 - Additional Distributors](#) Adobe PDF (15 kb)
- [Amendment #10 - Product Cancellation](#) Adobe PDF

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**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/12 TO: 04/30/16
<b>Applicable To:</b>	ALL STATE AGENCIES

<b>Contact Person:</b>	BEBE BORNAIS
<b>Contact Phone:</b>	323-720-4100
<b>Order Fax:</b>	323-724-0351
<b>Contract#:</b>	81335
<b>Expiration Date:</b>	04/30/16
<b>Terms:</b>	NONE
<b>Delivery:</b>	2 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	TURN OUT FIRE & SAFETY INC 3468 KENNEDY BLVD JERSEY CITY, NJ 07307
<b>Contact Person:</b>	JOSEPH CHIUSOLE
<b>Contact Phone:</b>	201-963-9312
<b>Order Fax:</b>	201-963-9314
<b>Contract#:</b>	81361
<b>Expiration Date:</b>	04/30/16
<b>Terms:</b>	NONE
<b>Delivery:</b>	14 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	VINELAND AUTO ELECTRIC INC 382 SOUTH DELSEA DRIVE VINELAND, NJ 08360-5397
<b>Contact Person:</b>	JOSEPH E/BERTINO
<b>Contact Phone:</b>	856-691-5845
<b>Order Fax:</b>	856-696-0144
<b>Contract#:</b>	81339
<b>Expiration Date:</b>	04/30/16
<b>Terms:</b>	NONE
<b>Delivery:</b>	14 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	WEST TRENTON HARDWARE LLP 16 WEST UPPER FERRY RD EWING, NJ 08628
<b>Contact Person:</b>	THOMAS NEMEC
<b>Contact Phone:</b>	609-882-0811
<b>Order Fax:</b>	609-882-7600
<b>Contract#:</b>	81353
<b>Expiration Date:</b>	04/30/16
<b>Terms:</b>	NONE

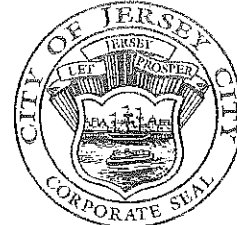
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.191

Agenda No. 10.Z.3

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

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

**WHEREAS**, wireless devices and services are needed for the Public Safety Communications Center and for all vehicles equipped with Mobile Data Terminals; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Verizon Wireless, P.O. Box 408, Newark, New Jersey 82583 is in possession of State Contract No. A82583, submitted a proposal in the amount of Two Hundred Sixty Four Thousand Dollars (\$264,000.00), for wireless devices and services; and

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

Account	P.O. #	State Contract	Total Contract	Temp. Enc.
01-201-25-271-302	120326	A82583	\$264,000.00	\$1,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable.

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

1. A one (1) year contract effective as of January 1, 2016 in the amount of \$264,000.00 for wireless devices and services is awarded to Verizon Wireless and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. 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 and incorporated herein by reference, shall be placed on file with this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget and in the subsequent fiscal year budget.

(Continued to page 2)

City Clerk File No. Res. 16.191

Agenda No. 10.7.3 MAR 23 2016

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES FOR THE 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.

Account	P.O. #	State Contract	Total Contract	Temp. Enc.
01-201-25-271-302	120326	A82583	\$264,000.00	\$1,000.00

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

March 14, 2016  
Date

PF/pv  
3/11/16

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 3-23-16											
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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY**

**Initiator**

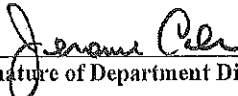
Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	Rbakrsr@njjebs.org

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

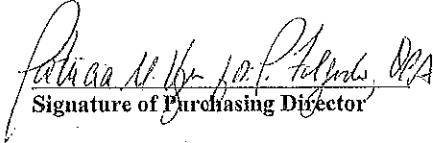
**Resolution Purpose**

To provide the entire Department of Public Safety's Divisions with wireless service as needed and approved. This includes all vehicles equipped with Mobile Data Terminals.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/14/16  
Date

  
Signature of Purchasing Director

3.14.16  
Date





**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**120326**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0173833**  
**BUYER STATECONT**

DATE: **03/08/2016** VENDOR NO: **VE570320**

**VENDOR INFORMATION**  
**VERIZON WIRELESS**  
**PO BOX 408**  
**NEWARK NJ 07107**

**DELIVER TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**

**JERSEY CITY NJ 07304**  
**BILL TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	WIRELESS SERVICE	01-201-25-271-302	1,000.0000	1,000.00
TOTAL CONTRACT: \$264,000.00 TEMPORARY ENCUMBRANCE: \$1,000.00 ACCOUNT# 282566649-00001 TOTAL CONTRACT: \$264,000.00 TEMPORARY ENCUMBRANCE: T-216A: WIRELESS DEVICES & SERVICES SC A82583 SC RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS					

TAX EXEMPTION NO. **22-6002013** **PO Total 1,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**  
 I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**  
 Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

# CITY OF JERSEY CITY

Requisition #

0173833

Assigned PO #

## Requisition

**Vendor**  
VERIZON WIRELESS  
PO BOX 408  
NEWARK NJ 07107

**Dept. Bill To**  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

**Dept. Ship To**

VE570320

**Contact Info**  
PHYLLIS WARREN  
2016313337

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	WIRELESS SERVICE	0120125271302	1,000.00	1,000.00

TOTAL CONTRACT: \$264,000.00  
TEMPORARY ENCUMBRANCE: \$1,000.00

ACCOUNT# 282566649-00001

TOTAL CONTRACT: \$264,0000.00  
TEMPORARY ENCUMBRANCE:

T-216A: WIRELESS DEVICES & SERVICES

SC A82583

SC RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

**Requisition Total 1,000.00**

Req. Date: 03/08/2016

Requested By: PWARREN

Buyer Id:

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

**This Is Not A Purchase Order**

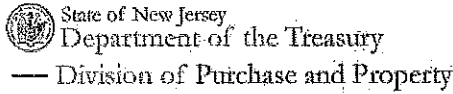


## New Jersey Division of Revenue

Revenue NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0757318 FOR VERIZON WIRELESS SERVICES LLC  
IS VALID.



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**Notice of Award  
Term Contract(s)**

**T-216A  
WIRELESS DEVICES AND SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to GREGORY BUDDIE

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if necessary to view all documents)**

Download All Documents

- [State Contract Manager](#) Adobe PDF (18 kb)
- [Method of Operation](#) Adobe PDF (23 kb)
- [Price List Links](#) Link

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<b>Index #:</b>	T-216A
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/12 TO: 01/31/17
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22315
<b>Bid Open Date:</b>	01/19/12
<b>CID #:</b>	1035573
<b>Commodity Code:</b>	915-75
<b>Set-Aside:</b>	NONE

<b>CONDITIONS AND METHODS OF OPERATION</b>	
Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that	
A. Delivery: All prices F.O.B. Destination	
B. Method of Operation - State Agencies Only:	
<b>Issue an agency purchase order to the appropriate contract vendor(s).</b>	

<b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>	
In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.	
Questions, problems or complaints related to Cooperative Purchasing contact:	
Cooperative Purchasing Coordinator PO Box 230 Trenton, NJ 08625 (609) 984-7047	

<b>In the event of an emergency, contact the following in the order listed:</b>		
GREGORY BUDDIE	PROCUREMENT SPECIALIST	609-984-6237
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	<b>PUB DATE:</b>	<b>09/16/15</b>

<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	AMERICAN MESSAGING 1720 LAKE POINTE DRIVE SUITE 100 LEWISVILLE, TX 75057
<b>Contact Person:</b>	VARTY APANOSIAN
<b>Contact Phone:</b>	201-664-0008
<b>Order Fax:</b>	201-664-1617
<b>Contract#:</b>	82585
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	

	AT&T MOBILITY ONE AT&T WAY ROOM 2C224E BEDMINISTER, NJ 07921
<b>Contact Person:</b>	FRANK GUZZO
<b>Contact Phone:</b>	732-610-6988
<b>Order Fax:</b>	704-510-6913
<b>Contract#:</b>	82584
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	1 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	VERIZON WIRELESS CELLCO PARTNERSHIP ONE VERIZON WAY BASKING RIDGE, NJ 07920
<b>Contact Person:</b>	RICHARD MULLIN
<b>Contact Phone:</b>	215-280-1333
<b>Order Fax:</b>	215-604-6487
<b>Contract#:</b>	82583
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: AMERICAN MESSAGING			Contract Number: 82585		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 725-45-058307 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: NUMERIC PAGER AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE F MODEL: NUMERIC PAGER	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 725-45-058308 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: ALPHANUMERIC PAGER AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE G. MODEL: ALPHANUMERIC PAGER	1.000	LOT	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 725-45-058309 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: TWO-WAY PAGING AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE H. MODEL: TWO-WAY PAGEING	1.000	LOT	NET	N/A
<b>Vendor: AT&amp;T MOBILITY</b>		<b>Contract Number: 82584</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1- 3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5- 3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS DATA NETWORK	1.000	LOT	NET	N/A

	PLAN AS DEFINED SECTION 3.1.7- 3.1.7.5 OF RFP SCHEDULE E.				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2- 3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.	1.000	LOT	NET	N/A
<b>Vendor: VERIZON WIRELESS CELLCO PARTNERSHIP</b>		<b>Contract Number: 82583</b>			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1- 3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>		<b>UNIT</b>		<b>UNIT PRICE</b>



		<b>EST QUANTITY</b>		<b>% DISCOUNT</b>	
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5- 3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS DATA NETWORK PLAN AS DEFINED SECTION 3.1.7- 3.1.7.5 OF RFP SCHEDULE E.	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2- 3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS	1.000	LOT	NET	N/A

MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.				
---	--	--	--	--

**Downloadable RFP Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [NJ Standard Terms and Conditions](#) Adobe PDF (93 kb)
- [RFP TEXT](#) Adobe PDF (731 kb)
- [Attachment # 1 - Schedules A-K and Pricing Configuration Schedules P1 - P9. Mandatory requirement for Bidders to provide its pricing.](#) Adobe PDF (185 kb)
- [NJ Standard RFP Forms](#) Adobe PDF (750 kb)
- [Cooperative Purchase Form](#) Adobe PDF (485 kb)
- [Source Disclosure Certification](#) Adobe PDF (821 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Price Sheet](#) Adobe PDF (55 kb)
- [Addendum # 1 - Responses to eQ&A and Additional Information](#) Adobe PDF (170 kb)
- [Addendum # 2 - Additional Bid Information](#) Adobe PDF (18 kb)

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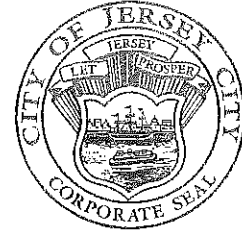
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.192

Agenda No. 10.7.4

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

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

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for the monthly inspection and maintenance of Pershing Field, Lafayette and Pavonia Swimming Pools; and

**WHEREAS**, the Division of Purchasing solicited three (3) quotes and obtained (2) two proposals, with the lowest responsible being that from Always Bright Clean Spotless (A.B.C.S.), 355 Riverlawn Drive, Wayne, New Jersey 07470 in the total amount of **Thirty Six Thousand, Thirty Five Dollars (\$36,035.00)**; and

**WHEREAS**, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; 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 Public Works 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**, the contract shall be effective as of January 1, 2016 through December 31, 2016; and

**WHEREAS**, funds in the amount of \$36,035.00 are available in the **Operating Account**.

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Encumbrance</b>
01-201-28-375-310	120118	\$36,035.00	\$5,000.00

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

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

1. A one (1) year contract effective as of January 1, 2016 in the amount of \$36,035.00 for the maintenance of Pershing, Pavonia and Lafayette swimming pools is awarded to A.B.C.S. Pool Service and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. 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 and incorporated herein by reference, shall be placed on file with this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Operating Account.

Account	PO #	Total Contract	Encumbrance
01-201-28-375-310	120118	\$36,035.00	\$5,000.00

[Signature]  
Director of Purchasing, CPA, RPPO

February 24, 2016  
Date

PF/pv  
2/22/16

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 3.23.16											
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

**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 ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Parks Director
Phone/email	201-547-4495/4449	csnow@jcnj.org

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

**Contract Purpose**

The purpose of this resolution is to provide:

- ✚ Monthly inspection of swimming pool and operations
- ✚ For three (3) pools
- ✚ Pavonia, Lafayette and Pershing Field pools
- ✚ Pull back cover and add chlorine and algacide to maintain water quality for pool opening
- ✚ Summerize filtration and chemical feed system
- ✚ Winterize pool and equipment
- ✚ Startup chemicals to be provided by ABC's pools except for CO2 tanks and accu-tab chlorine tablets.

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

01-201-28-375-310 (Parks Operating Account)  
 Contract Amount = \$ 36,035.00  
 Temp. Encumbrance = \$5,000.00

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

Contract is valid for only 2016. This contract gets renewed every year.

**Type of award**

Pay to Play – Non fair and open

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

**Two (2) quotes received:**  
 ✓ ABC Pool for \$36,035.00  
 ✓ Deep Run Aquatic for \$38,800.00

I certify that all the facts presented herein are accurate.

*[Signature]* \_\_\_\_\_ Date *2/23/16*

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



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

<b>PURCHASE ORDER NUMBER</b> 120118
<small>THE NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES</small>

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173427**  
 BUYER **P2PRESO**

DATE	VENDOR NO.
02/22/2016	AB002495

**VENDOR INFORMATION**

**ALWAYS BRIGHT CLEAN SPOTLESS**  
**DBA: A.B.C.S. POOL SERVICE**  
 355 RIVERLAWN DRIVE  
 WAYNE NJ 07470

**DELIVER TO**  
**PARK MAINTENANCE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

**BILL TO**  
**PARK MAINTENANCE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SER	2016 - MAINTENANCE  CY 2016 PERIOD: 1/1/16 - 12/31/16  <b>PERSHING FIELD SWIMMING POOL:</b> <b>MONTHLY INSP OF POOL AND OPERATIONS</b>  <b>PAVONIA AVE SWIMMING POOL:</b>  <b>LATE MARCH- PULL BACK COVER, ADD CHLORINE, ALGAEICIDE TO MAINTAIN WATER QUALITY OPENING</b>  <b>SUMMERIZE POOL</b> <b>SUMMERIZING INCLUDES:</b> <b>REMOVE, FOLD WINTER COVER VACUUM POOL W/OUR EQUIPMENT</b> <b>INSTALL DECK EQUIPMENT</b> <b>SUMMERIZE FILTRATION, CHEMICAL FEED SYSTEM</b> <b>NOTE: SUMMERIZE OF CHEMICAL CONTROL SYSTEM</b>  <b>CONSISTS OF MECHANICAL SUMMERIZATION OF WATER LINES ONLY.</b>  <b>START UP FILTRATION EQUIPMENT</b> <b>STARTUP CHEMICALS PROVIDED BY ABC POOL EXCEPT CO2 TANKS, ACCU-TAB CHLORINE TABS</b>  <b>MONTHLY INSP OF POOL AND OPERATIONS</b>	01-201-28-375-310	5,000.0000	5,000.00

TAX EXEMPTION NO. 22-6002013

**PO Total**      **Continued >>>**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

<b>PURCHASE ORDER NUMBER</b> <b>120118</b>
<small>THIS NUMBER MUST APPEAR ON ALL INVOICE, CORRESPONDENCE, SUPPORT PAPERS AND PACKAGES</small>

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173427**  
 BUYER **P2PRESO**

DATE	VENDOR NO.
02/22/2016	AB002495

**VENDOR INFORMATION**

**ALWAYS BRIGHT CLEAN SPOTLESS**  
**DBA: A.B.C.S. POOL SERVICE**  
**355 RIVERLAWN DRIVE**  
**WAYNE NJ 07470**

**DELIVER TO**  
**PARK MAINTENANCE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

**BILL TO**  
**PARK MAINTENANCE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
		<b>WINTERIZE - 2016</b> <b>WINTERIZE POOL AND EQUIPMENT</b> <b>WINTERIZING CHEMICALS INCLUDE IN PRICE</b>  <b>LAFAYETTE PARK</b> <b>LATE MARCH - PULL BACK COVER BOTH POOLS, ADD</b> <b>CHLORINE, ALGAECIDE TO MAINTAIN QUALITY</b> <b>FOR OPENING</b>  <b>SUMMERIZE BOTH POOLS</b> <b>SUMMERIZING INCLUDES:</b> <b>REMOVE, FOLD COVERS. VACUUM POOL W/OUR</b> <b>EQUIPMENT</b> <b>SUMMERIZE, STARTUP FILTRATION &amp; CHEMICALS</b> <b>FEED SYSTEMS</b> <b>INSTALL NEW DECK EQUIPMENT</b> <b>STARTUP CHEMICALS PROVIDED BY ABCS POOL</b> <b>EXCEPT FOR C02 TANKS, ACCU-TAB CHLORINE TABS</b> <b>MONTHLY INSP OF POOLS &amp; OPERATION</b>  <b>WINTERIZE BOTH POOLS &amp; EQUIPMENT.</b> <b>WINTERIZING INCLUDES:</b> <b>LOWER WATER LEVELS</b> <b>BLOWOUT, CAP FILTRATION LINES, FILL LINES</b> <b>FROM PUMP ROOM TO POOLS</b> <b>DRAIN FILTRATION, CHEMICAL FEED LINES SYSTEMS</b> <b>REMOVE DECK EQUIPMENT</b> <b>ADDITION OF WINTERIZING CHEMICALS INCLUDING</b>			

TAX EXEMPTION NO. **22-6002013**

**PO Total**      **Continued >>>**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120118**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE  
 & CHECKS FOR PAYMENT AND RECEIPTS

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173427**  
 BUYER **P2PRESO**

DATE	VENDOR NO.
02/22/2016	AB002495

**VENDOR INFORMATION**

**ALWAYS BRIGHT CLEAN SPOTLESS**  
**DBA: A.B.C.S. POOL SERVICE**  
**355 RIVERLAWN DRIVE**  
**WAYNE NJ 07470**

**DELIVER TO**  
**PARK MAINTENANCE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

**BILL TO**  
**PARK MAINTENANCE**  
**13-15 LINDEN AVENUE EAST**  
**2ND FLOOR**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
		<b>CHLORINE, ALGAECIDE, STAIN PREVENT INSTALL</b> <b>POOL COVER</b>  <b>TEMP. ENCUMBRANCE: \$5,000.00</b> <b>CONTRACT TOTAL: \$36,035.00</b>  <b>PARTIAL PAYMENT VOUCHERS</b>  <b>PTP RESO _____, APPROVED _____</b>			

TAX EXEMPTION NO. **22-6002013**

**PO Total** **5,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



**GOODS & SERVICES - NON BIDS**

REQ NO. 173427

PO NO. 120118

DEPT/DIV: PW/PARK MAINTENANCE

DESC: POOL MAINTENANCE

CONTRACT TYPE: PTP RESOLUTION

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
<del>X</del>	Fact Sheet <i>Danny 2.22</i>
<del>X</del>	Val of Cert \$17,500 (PTP only) <i>Danny 2.22</i>
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agmt
X	BRC
N/A	State Contract
X	PTP
X	EEO/AA or EIR Cert
<del>X</del>	Reso/Ordinance (APPROVED BY LAW) <i>RR 2.22</i>
N/A	Approvals (fleet only)

NOTES:

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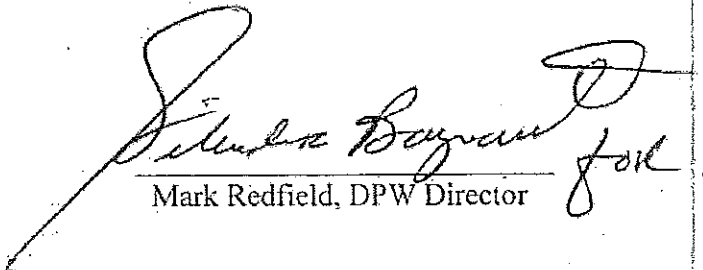
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## DETERMINATION OF VALUE CERTIFICATION

I, Mark Redfield, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for monthly inspection and operations of swimming pools for the Division of Parks Maintenance.
3. The City informally solicited quotations for swimming pool and operations.
4. The Department's recommendation is to award a contract to Always Bright Clean Spotless (ABCS).
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.

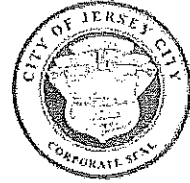
2/23/16  
Date

  
Mark Redfield, DPW Director



CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

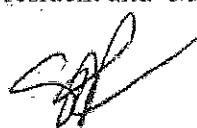
13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

MARK REDFIELD  
DIRECTOR

MEMORANDUM

**Date:** February 23, 2016  
**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council  
**From:** Silendra Baijnauth, Fiscal Officer   
**Subject:** 2016 Budget Memo (Contract for Pool Maintenance)

There exists a need for monthly maintenance for Pershing, Lafayette and Pavonia Pools. This includes summarize filtration and chemical feed system. Also included is to winterize pool and equipment, pull back cover and add chlorine and algacide to maintain excellent water quality.

**CONTRACT FUNDING (2016)**

- ❖ Expenditure is drawn down from Parks Maintenance operating account, 01-201-28-375-310.
- ❖ Contract is utilizing object # 310.
- ❖ Line object 310 is budgeted for \$90,000.00 in CY 2016 (various contracts).
- ❖ As of today (02/23/16), \$18,729.68 is encumbered and \$0.00 expended in object 310.
- ❖ Temporary budget amount for 310 is \$23,400.00, ending balance is \$4,670.32.
- ❖ DPW spent \$33,725.00 in 2015 for chemicals and maintenance at these pools.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

Requisition #  
0173427

**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**Requisition**

Assigned PO #

**Vendor**  
ALWAYS BRIGHT CLEAN SPOTLESS  
DBA: A.B.C.S. POOL SERVICE  
355 RIVERLAWN DRIVE  
WAYNE NJ 07470  
AB002495

**Dept. Bill To**  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

**Dept. Ship To**  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305  
**Contact Info**  
Cleveland Snow, Div. Director  
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	2016 - MAINTENANCE	01-201-28-375-310	5,000.00	5,000.00
THIS PROPOSAL COVERS JANUARY 1, THROUGH DEC 31, 2016.					
PERSHING FIELD SWIMMING POOL: MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS					
PAVONIA AVE SWIMMING POOL:  LATE MARCH- PULL BACK COVER AND ADD CHLORINE AND ALGAEICIDE TO MAINTAIN WATER QUALITY FOR POOL OPENING					
SUMMERIZE POOL SUMMERIZING INCLUDES: REMOVE AND FOLD WINTER COVER VACUUM POOL WITH OUR EQUIPMENT INSTALL DECK EQUIPMENT SUMMERIZE FILTRATION AND CHERMICAL FEED SYSTEM NOTE: SUMMERIZATION OF CHEMICAL CONTROL SYSTEM					
CONSISTS OF MECHANICAL SUMMERIZATION OF WATER LINES ONLY.					
START UP FILTRATION EQUIPMENT STARTUP CHEMICALS TO BE PROVIDED BY A.B.C.POOLS EXCEPT FOR CO2 TANKS AND ACCU-TAB CHLORINE TABLETS					
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS					
WINTERIZE - 2016 WINTERIZE POOL AND EQUIPMENT WINTERIZING CHEMICALS INCLUDE IN PRICE					
LAFAYETTE PARK					

Contini

Requisition #  
0173427

**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**Requisition**

Assigned PO #

**Vendor**

**Dept. Bill To**

**Dept. Ship To**  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305  
**Contact Info**  
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
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LATE MARCH - PULL BACK COVER ON BOTH POOLS AND ADD  
CHLORINE AND ALGAECIDE TO MAINTAIN WATER QUALITY  
FOR OPENING

SUMMERIZE BOTH POOLS  
SUMMERIZING INCLUDES:  
REMOVE AND FOLD COVERS. VACUUM POOL WITH OUR  
EQUIPMENT  
SUMMERIZE AND STARTUP FILTRATION AND CHEMICALS  
FEED SYSTEMS  
INSTALL NEW DECK EQUIPMENT  
STARTUP CHEMICALS TO BE PROVIDED BY A.B.C'S POOLS  
EXCEPT FOR CO2 TANKS AND ACCU-TAB CHLORINE TABLETS  
MONTHLY INSPECTION OF SWIMMING POOLS AND OPERATION

WINTERIZE BOTH POOLS AND EQUIPMENT  
WINTERIZING INCLUDES:  
LOWER WATER LEVELS  
BLOWOUT AND CAP FILTRATION LINES AND FILL LINES  
FROM PUMP ROOM TO POOLS  
DRAIN FILTRATION AND CHEMICAL FEED LINES SYSTEMS  
REMOVE DECK EQUIPMENT  
ADDITION OF WINTERIZING CHEMICALS INCLUDING  
CHLORINE, ALGAECIDE AND STAIN PREVENTERS INSTALL  
POOL COVER

TEMP. ENCUM=\$5,000.00  
CONTRACT AMT: \$ 36,035.00

PAYMENTS WILL BE MADE FROM TIME TO TIME ON PPV

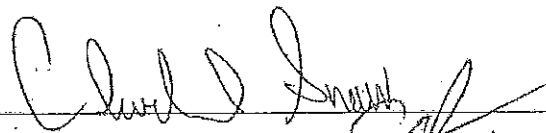
Requisition Total 5,000.00

Req. Date: 02/08/2016

Requested By: ELIZABET

Buyer Id:

Approved By:

  
2/19/16

This Is Not A Purchase Order

Req # 0173427  
0173427

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE  
WAYNE N.J. 07470  
973-256-5536 EST. 1969

**PROPOSAL**

DATE
1/1/2016

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 13 LINDEN AVE. EAST JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

DESCRIPTION	QTY	COST	PROJECT
			2016 SERVICES
DESCRIPTION	QTY	COST	TOTAL
THIS PROPOSAL COVERS JAN. 1 THROUGH DEC 31, 2016			
PERSHING FIELD SWIMMING POOL:			
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	12	180.00	2,160.00
PAVONIA AVE SWIMMING POOL:			
LATE MARCH - PULL BACK COVER AND ADD CHLORINE AND ALGAECIDE TO MAINTAIN WATER QUALITY FOR POOL OPENING		920.00	920.00
SUMMERIZE POOL. SUMMERIZING INCLUDES: REMOVE AND FOLD WINTER COVER. VACUUM POOL WITH OUR EQUIPMENT INSTALL DECK EQUIPMENT SUMMERIZE FILTRATION AND CHEMICAL FEED SYSTEM NOTE: SUMMERIZATION OF CHEMICAL CONTROL SYSTEM CONSISTS OF MECHANICAL SUMMERIZATION OF WATER LINES ONLY. STARTUP FILTRATION EQUIPMENT STARTUP CHEMICALS TO BE PROVIDED BY A.B.C. POOLS EXCEPT FOR CO2 TANKS AND ACCU-TAB CHLORINE TABLETS		6,150.00	6,150.00
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	3	180.00	540.00
WINTERIZE 2016 WINTERIZE POOL AND EQUIPMENT. WINTERIZING CHEMICALS INCLUDED IN PRICE		4,600.00	4,600.00
LAFAYETTE PARK			
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED	<b>TOTAL</b>		

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE  
 WAYNE N.J. 07470  
 973-256-5536 EST. 1969

# PROPOSAL

DATE
1/1/2016

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 13 LINDEN AVE. EAST JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

PROJECT
2016 SERVICES

DESCRIPTION	QTY	COST	TOTAL
LATE MARCH - PULL BACK COVERS ON BOTH POOLS AND ADD CHLORINE AND ALGAECIDE TO MAINTAIN WATER QUALITY FOR OPENING		1,625.00	1,625.00
SUMMERIZE BOTH POOLS SUMMERIZING INCLUDES: REMOVE AND FOLD COVERS. VACUUM POOL WITH OUR EQUIPMENT SUMMERIZE AND STARTUP FILTRATION AND CHEMICAL FEED SYSTEMS INSTALL DECK EQUIPMENT STARTUP CHEMICALS TO BE PROVIDED BY A.B.C.S. POOLS EXCEPT FOR CO2 TANKS AND ACCU-TAB CHLORINE TABLETS		12,325.00	12,325.00
MONTHLY INSPECTION OF SWIMMING POOLS AND OPERATION	3	180.00	540.00
WINTERIZE BOTH POOLS AND EQUIPMENT WINTERIZING INCLUDES: LOWER WATER LEVELS BLOWOUT AND CAP FILTRATION LINES AND FILL LINES FROM PUMP ROOM TO POOLS DRAIN FILTRATION AND CHEMICAL FEED LINES SYSTEMS REMOVE DECK EQUIPMENT ADDITION OF WINTERIZING CHEMICALS INCLUDING CHLORINE, ALGAECIDE AND STAIN PREVENTERS INSTALL POOL COVERS		7,175.00	7,175.00
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED		<b>TOTAL</b>	<b>\$36,035.00</b>



January 3, 2016

Jersey City D.P.W.  
Bureau of Park Maintenance  
575 Rt. 440  
Jersey City, NJ 07305  
Attn: Elizabeth Harley

Dear Elizabeth,

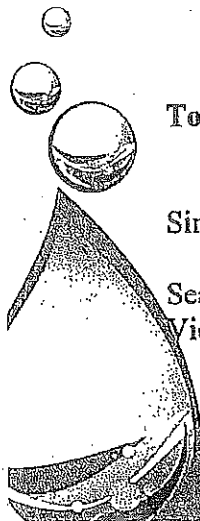
We are pleased to provide you with the following proposal:  
(This proposal covers from January 1, 2016 thru December 31, 2016)

- 1) Pershing Field Swimming pool
  - Monthly Inspection of swimming pool and operations \$2,250.00
  
- 2) Pavonia ave Swimming pool
  - End of March- Pull back cover and add chemicals to hold pool until opening \$1,000.00
  - Start up 2016: Drain, and acid wash pool
    - Summerize filter and chemical control system
    - Startup of filter system, Provide Startup chemicals, CO2 Not included \$ 6,900.00
  - Monthly Inspection of swimming pool and operations \$400.00
  - Winterization of Swimming pool 2016 \$ 4,600.00
  
- 3) Lafayette Park Swimming Pools
  - End of March- Pull back covers both pools and add chemicals to hold pool until opening \$1,800.00
  - Drain and pressure wash and acid wash both pools \$ 8,250.00
  - Start Up 2016: Remove covers, Vacuum both pools
    - Summerize filter and chemical control system
    - Startup of filter system, Provide Startup chemicals \$ 6,600.00
  - Monthly Inspection of swimming pool and operations \$ 400.00
  - Winterization of Swimming pool 2016 \$ 6,600.00

**Total: \$38,800.00**

Sincerely,

Sean Haggerty  
Vice President





# **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  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.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.



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)  
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY <b>221928282</b>	2. ASSIGNED CERTIFICATION NUMBER <b>51813</b>	ISSUE DATE <b>11-15-13</b>	EXPIRATION DATE <b>11-15-20</b>
--	--	-------------------------------	------------------------------------

3. COMPANY NAME

**Always Bright Clean Spotless Corp**

4. STREET <b>355 Riverlawn Dr</b>	CITY <b>Wayne</b>	COUNTY <b>Passaic</b>	STATE <b>NJ</b>	ZIP CODE <b>07470</b>
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5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE.

1. Lost Certificate  2. Damaged  3. Other (Specify)

**Requested by Customer**

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Fred McHenzie</b>	SIGNATURE <i>Fred McHenzie</i>	TITLE <b>Pres</b>	DATE MO DAY YEAR <b>2 11 16</b>		
7. ADDRESS NO. & STREET <b>Squire Ln</b>	CITY <b>Wayne</b>	COUNTY <b>Passaic</b>	STATE <b>NJ</b>	ZIP CODE <b>07470</b>	PHONE (AREA CODE, NO., EXTENSION) <b>973-822-1277</b>

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
----------------	----------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**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 obligations 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: Fred McKenzie Pres  
Representative's Signature: Fred McKenzie  
Name of Company: Always Bright Clean Spoolless Corp  
Tel. No.: 973-236-5336 Date: 2-1-16

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Always Bright Clean Spotless Corp  
Address : 355 Riverlawn Dr Wayne NJ 07470  
Telephone No. : 973-256-5536  
Contact Name : Fred M K McKenzie

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 Always Bright Clean Spotless Corp (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Always Bright Clean Spotless 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: Always Bright Clean Spotless Corp

Signed: Fred Mckenzie Title: Pres

Print Name: Fred Mckenzie Date: 2-1-16

Subscribed and sworn before me  
this 1 day of Feb, 2016.

My Commission expires:

Fred Mckenzie  
Fred Mckenzie / Pres.  
(Print name & title of affiant) (Corporate Seal)

**CATHERINE G MOYLES**  
Notary Public  
State of New Jersey  
My Commission Expires Feb. 21, 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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Bogglano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce B. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
 Limited Liability Corporation    
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Fred McKenzie	8 Squire Ln Wayne NJ 07470

**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.

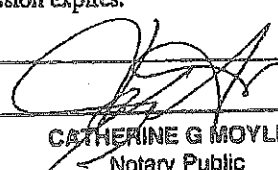
Name of Business Entity: Always Bright Clean Spandex Corp

Signed: Fred M Title: Pres  
 Print Name: Fred McKenzie Date: 2-1-16

Subscribed and sworn before me this 1st day of Feb., 2016

My Commission expires: \_\_\_\_\_

Fred M Mh  
 Fred McKenzie / Pres  
 (Print name & title of affiant) (Corporate Seal)

  
**CATHERINE G MOYLES**  
 Notary Public  
 State of New Jersey  
 My Commission Expires Feb. 21, 2018

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

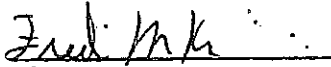
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Always Bright Clean Spotless Corp		
Address:	355 Riverlawn Dr		
City:	Wayne	State:	NJ
		Zip:	07470

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	Fred McKenzie Printed Name	Pres Title
--	-------------------------------	---------------

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)





Certification 51813

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted the 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 NOV 2019 15:00:00 - 15 NOV 2020



ALWAYS BRIGHT CLEAN SPARKLES COORP  
355 RIVERLAWN DR.  
MAYNE NJ 07402

*[Handwritten signature]*

Andrew P. Sidamon-Eiscioff  
State Treasurer

STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 221928282

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 8

4. COMPANY NAME: Always Bright Clean Spotless Corp dba/ ABCS Pool Service

5. STREET: 355 River Lawn Dr CITY: Wayne COUNTY: Passaic STATE: NJ ZIP CODE: 07470

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): Jersey City DPW CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: Official Use Only DATE RECEIVED NAUG DATE ASSIGNED CERTIFICATION NUMBER

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 8

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 8

10. PUBLIC AGENCY AWARDED CONTRACT: Jersey City DPW CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: Official Use Only DATE RECEIVED NAUG 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	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols 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		1								1					
Professionals															
Technicians		5			1					4					
Sales Workers															
Office & Clerical		2													2
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL		8			1					5					2
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  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED  
From 1-1-15 To 12-31-15

14. IS THIS THE FIRST Employee Information Report Submitted?  
1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED  
MO: 1 DAY: 7 YEAR: 15

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Fred McKenzie SIGNATURE: [Signature] TITLE: Pres DATE: 1/20/2016

17. ADDRESS NO. & STREET: 8 Squire Ln CITY: Wayne COUNTY: Passaic STATE: NJ ZIP CODE: 07470 PHONE (AREA CODE, NO., EXTENSION): 973-256-5536

03/13/01

ALWAYS BRIGHT CLEAN SPOTLESS CORPORATION  
355 RIVERLAWN DRIVE  
WAYNE NJ 07470

Taxpayer Identification# 221-923-362/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

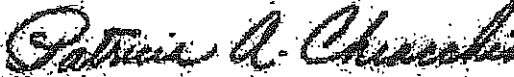
Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 94:52-26.

Finally, please note that the new law amended Section 32 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-4700.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chilatchio  
Director, Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 233  
TRENTON, N.J. 08646-0233

TAXPAYER NAME:  
ALWAYS BRIGHT CLEAN SPOTLESS CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#  
221-923-362/000

CONTRACTOR CERTIFICATION#  
0085069

ADDRESS  
355 RIVERLAWN DRIVE  
WAYNE NJ 07470

ISSUANCE DATE:  
03/13/01

EFFECTIVE DATE:  
03/11/00

  
Director, Division of Revenue

FORM-BRC08-011

This Certificate is NOT negotiable or transferrable. It must be contemporaneously marked at above address.

09/13/01

ALWAYS BRIGHT CLEAN SPOTLESS CORPORATION  
355 RIVERLAWN DRIVE  
WAYNE NJ 07470

Taxpayer Identification# 221-928-282/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino-service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ALWAYS BRIGHT CLEAN SPOTLESS CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#

221-928-282/000

CONTRACTOR CERTIFICATION#

0065099

ADDRESS


355 RIVERLAWN DRIVE  
WAYNE NJ 07470

ISSUANCE DATE:

09/13/01

EFFECTIVE DATE:

09/11/70



Director, Division of Revenue

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 16.193

Agenda No. 10.Z.5

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

**WHEREAS**, maintenance and repair services are needed for the City of Jersey City's ("City") heavy duty fleet of vehicles; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Air Brake & Equipment, 225 Route 22 West, Hillside, New Jersey 07205 is in possession of State Contract A89279, and will provide maintenance and repair services to the heavy duty vehicles; and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	120149	A89279	\$160,000.00	\$10,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to Air Brake & Equipment for the maintenance and repairs of heavy duty vehicles.
2. The total contract amount is \$160,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be effective on April 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 16.193

Agenda No. 10.7.5 MAR 23 2016

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	120149	A89279	\$160,000.00	\$10,000.00

Approved by Peter Folgado, Director of Purchasing  
RPPO, QPA

March 11, 2016  
Date

PF/pv  
2/24/16

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 3.23.16											
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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	Ortizh@jcnj.org

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

**Contract Purpose**

- ❖ There exists a need for maintenance and repair for heavy duty vehicles.
- ❖ The City's fleet is about 1,100 vehicles.
- ❖ Some of these vehicles are fire trucks, heavy duty trucks, hydraulic hoses, etc.
- ❖ State Contract vendor

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

01-201-26-315-210 (Automotive Operating Account)  
 Contract Amount =\$160,000.00  
 Temporary Encumbrancy =\$10,000.00

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

This contract is only valid through 12/31/16. It is a state contract.

**Type of award**

State Contract

If "Other Exception", enter type

**Additional Information**

↓ State Contract # 89279

I certify that all the facts presented herein are accurate.

*[Signature]*  
 Signature of Department Director

02/25/16  
 Date

Signature of Purchasing Director  
*[Signature]*

3/11/16  
 Date





**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY, NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120149**  
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173325**  
 BUYER **STATECONT**

DATE	VENDOR NO.
02/24/2016	A1012260

**VENDOR INFORMATION**

**AIR BRAKE & EQUIPMENT**  
 225 ROUTE 22 WEST  
 ATTN: DONNA OR MATT  
 HILLSIDE NJ 07205

**DELIVER TO**  
**AUTOMOTIVE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

**BILL TO**  
**AUTOMOTIVE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	ENC	<b>HD MAINT &amp; REPAIRS</b> <b>VEHICLES CLASS 5 OR HIGHER, OVER 15,000 LB GVWR</b>  TOTAL CONTRACT: \$160,000.00 TEMP. ENCUMBRANCE: \$10,000.00  CY 2016: 4/1/16 - 12/31/16  <b>T-2108: MAINTENANCE OF HEAVY DUTY VEHICLES</b> <b>(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)</b>  <b>AIR BRAKE SERVES THE NORTH REGION</b>  <b>1 NJCP, SC A89279</b>  <b>PARTIAL PAYMENT VOUCHERS</b>  SC RESO _____, APPROVED _____	01-201-26-315-210	10,000.0000	10,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total** **10,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

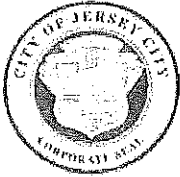
DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

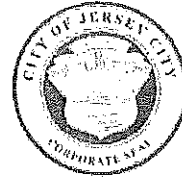
**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803




MARK REDFIELD  
DIRECTOR

**MEMORANDUM**

**Date:** February 25, 2016

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject :** 2016 Budget Memo (State Contract for Heavy Duty Repairs)

There exists a need for various heavy duty repairs. Airbrake and Equipment possesses state contract (A89279). The total of this contract will not exceed \$160,000.00. The Department of Public Works used this vendor in previous years and would like to continue because the vendor has been providing and supplying these parts in a timely fashion.

As the year progresses, and if the City needs more than \$10,000.00 worth of heavy duty repairs, additional funds are then encumbered through a change order under the authority of the contract award resolution.

**CONTRACT FUNDING (2016)**

- ❖ Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-210.
- ❖ Contract is utilizing object # 210.
- ❖ Line object 210 is budgeted for \$800,000.00 in CY 2016 (various contracts).
- ❖ As of today (02/25/16), \$136,479.50 is encumbered in object 210.
- ❖ Temporary budget amount for 210 is \$172,392.00, ending balance is \$35,912.50.
- ❖ DPW spent about \$210,000.00 in 2015 for automotive parts.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

**GOODS & SERVICES - NON BIDS**

REQ NO. 173222

PO NO. 120149

DEPT/DIV: DPW/AUTOMOTIVE

DESC: HEAVY DUTY MAINT & REPAIRS

CONTRACT TYPE: SC RESO / AIR BRAKE

*Needs do:  
quote  
Sheet*

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
<del>X</del>	Fact Sheet <i>Dunning 2-24</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agrmt <i>quote sheet</i>
X	BRC
X	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert
<del>X</del>	Reso/Ordinance (APPROVED BY LAW) <i>BR 2-24</i>
N/A	Approvals (fleet only)

NOTES:

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# CITY OF JERSEY CITY

Requisition #

0173325

Assigned PO #

## Requisition

**Vendor**  
AIR BRAKE & EQUIPMENT  
225 ROUTE 22 WEST  
ATTN: DONNA OR MATT  
HILLSIDE NJ 07205  
AI012260

**Dept. Bill To**  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

**Dept. Ship To**

**Contact Info**  
Hector Ortiz, Dir  
2015474420

Quantity	UOM	Description	Account	Unit Price	Total
1.00	ENC	HD MAINT & REPAIRS	0120126315210	10,000.00	10,000.00

VEHICLES CLASS 5 OR HIGHER, OVER 15,000 LB GVWR

TOTAL CONTRACT:\$160,000.00  
TEMP. ENCUMBRANCE: \$10,000.00

CY 2016: 4/1/16 - 12/31/16

T-2108: MAINTENANCE OF HEAVY DUY VEHICLES  
(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)

AIR BRAKE SERVES THE NORTH REGION

SC A89279

PARTIAL PAYMENT VOUCHERS

SC RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

Requisition Total 10,000.00

Req. Date: 02/01/2016

Requested By: BAIJNAUTHS

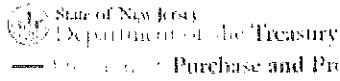
Buyer Id:

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

**This Is Not A Purchase Order**

210  
150K  
10K

Governor Chris Christie • Lt. Governor Kim Guadagno



Search    
NJ Home | Services A to Z | Departments/Agencies | FAQs

### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
12108-15- 23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	AIR BRAKE & EQUIPMENT	89279
			<a href="#">TOP</a>



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<b>Vendor Name &amp; Address:</b>	AIR BRAKE & EQUIPMENT 225 ROUTE 22 WEST HILLSIDE, NJ 07205
<b>Contact Person:</b>	MARY APOLONIA
<b>Contact Phone:</b>	973-926-0166
<b>Order Fax:</b>	973-926-3110
<b>Contract#:</b>	89279
<b>Expiration Date:</b>	07/20/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	3 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor: AIR BRAKE & EQUIPMENT		Contract Number: 89279			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 060-66-075631 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MINOR (CATEGORY: 3)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$68.15000
00040	COMM CODE: 060-66-075632 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MAJOR (CATEGORY: 4)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$67.50000
00043	COMM CODE: 060-66-075635 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM REPAIRS: REFRIGERATION UNITS (CATEGORY: 7)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$70.99000
00044	COMM CODE: 060-66-075636 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM REPAIRS: HOIST & CRANES (CATEGORY: 8)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$71.70000
00046	COMM CODE: 060-66-075638 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM REPAIRS: WHEELCHAIR LIFTS (CATEGORY: 10)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$71.70000
00047	COMM CODE: 060-66-075639 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM REPAIRS: HYDRAULIC SYSTEMS & PTO'S (CATEGORY: 11)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$68.15000
00048	COMM CODE: 060-66-075640 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM REPAIRS: SNOW PLOWS & SPREADERS (CATEGORY: 12)	1.000	HOUR	N/A	\$67.50000

REGION SERVED: NORTH					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00049	COMM CODE: 060-66-075641 (AUTOMOTIVE AND TRAILER EQUIPMENT AND...)  ITEM DESCRIPTION: NON-OEM REPAIRS: WINCHES (CATEGORY: 13)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$70.99000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 060-66-075642 (AUTOMOTIVE AND TRAILER EQUIPMENT AND...)  ITEM DESCRIPTION: NON-OEM REPAIRS: SEATS (CATEGORY: 14)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$67.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 060-66-075643 (AUTOMOTIVE AND TRAILER EQUIPMENT AND...)  ITEM DESCRIPTION: NON-OEM REPAIRS: TRUCK BODIES & TRAILERS (CATEGORY: 15)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$70.99000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 060-66-075644 (AUTOMOTIVE AND TRAILER EQUIPMENT AND...)  ITEM DESCRIPTION: NON-OEM REPAIRS: GAUGES (CATEGORY: 16)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$59.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00053	COMM CODE: 060-66-075645 (AUTOMOTIVE AND TRAILER EQUIPMENT AND...)  ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED IN A REPAIR/SERVICE PROVIDED BY A CONTRACTOR. DELIVERY: 3 DAYS ARO	1.000	LOT	NET	N



Vendor: AIR BRAKE & EQUIPMENT		Contract Number: 89279			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 060-66-075631 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MINOR (CATEGORY: 3)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$68.15000
00040	COMM CODE: 060-66-075632 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MAJOR (CATEGORY: 4)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$67.50000
00043	COMM CODE: 060-66-075635 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: REFRIGERATION UNITS (CATEGORY: 7)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$70.99000
00044	COMM CODE: 060-66-075636 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: HOIST & CRANES (CATEGORY: 8)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$71.70000
00046	COMM CODE: 060-66-075638 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: WHEELCHAIR LIFTS (CATEGORY: 10)  REGION SERVED: NORTH &	1.000	HOUR	N/A	\$71.70000

CENTRAL					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	COMM CODE: 060-66-075639 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: HYDRAULIC SYSTEMS & PTO S (CATEGORY: 11)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$68.15000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00048	COMM CODE: 060-66-075640 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: SNOW PLOWS & SPREADERS (CATEGORY: 12)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$67.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00049	COMM CODE: 060-66-075641 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: W INCHES (CATEGORY: 13)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$70.99000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 060-66-075642 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: SEATS (CATEGORY: 14)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$67.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 060-66-075643 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: TRUCK BODIES & TRAILERS (CATEGORY: 15)  REGION SERVED: NORTH	1.000	HOUR	N/A	\$70.99000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00052	COMM CODE: 060-66-075644 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: GAUGES (CATEGORY: 16)  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$59.95000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00053	COMM CODE: 060-66-075645 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED IN A REPAIR/SERVICE PROVIDED BY A CONTRACTOR. DELIVERY: 3 DAYS ARO	1.000	LOT	NET	N/A
<b>Vendor: ALLIANCE BUS GROUP</b>		<b>Contract Number: 89259</b>			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 060-66-075594 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: OEM REPAIRS AND PREVENTIVE MAINT.: MINOR (CATEGORY: 1)  BRAND: COLLINS  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$104.50000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00013	COMM CODE: 060-66-075606 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: OEM REPAIRS AND PREVENTIVE MAINT.: MINOR (CATEGORY: 1)  BRAND: STARTRANS  REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$104.50000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00022	COMM CODE: 060-66-075616 [AUTOMOTIVE AND TRAILER EQUIPMENT AND ...]  ITEM DESCRIPTION: OEM REPAIRS AND PREVENTIVE MAINT.: MAJOR	1.000	HOUR	N/A	\$124.50000

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

City Clerk File No. Res. 16.194

Agenda No. 10.Z.6

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

**WHEREAS**, maintenance, parts and repairs are needed for the City of Jersey City's ("City") road maintenance equipment; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Northeast Auto & Truck Parts, 976 Broadway, Bayonne, New Jersey 07002 is in possession of State Contract A85853, will provide maintenance, parts and repairs; and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	120150	A85853	\$200,000.00	\$20,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to Northeast Auto & Truck Parts, for the maintenance, parts and repairs of road maintenance equipment.
2. The total contract amount is \$200,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 16.194  
Agenda No. 10.7.6 MAR 23 2016

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	120150	A85853	\$200,000.00	\$20,000.00

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

February 24, 2016  
Date

PF/pv  
2/24/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR THE MAINTENANCE, PARTS AND REPAIRS OF ROAD MAINTENANCE EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	Ortizh@jenj.org

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

**Contract Purpose**

- ❖ There exists a need for various automotive parts.
- ❖ The City's fleet is about 1,100 vehicles.
- ❖ Some of these parts are adjuster, bearings, cylinders, cable assembly, lining kit, various pumps, brake drums, calipers, belts, hoses, etc.
- ❖ State Contract vendor.

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

01-201-26-315-210 (Automotive Operating Account)  
 Contract Amount =\$200,000.00  
 Temporary Encumbrancy =\$20,000.00

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

This contract is only valid through 12/31/16. It is a state contract.

Type of award

If "Other Exception", enter type

**Additional Information**

↓ State Contract # 85853

I certify that all the facts presented herein are accurate.

*[Signature]*  
 Signature of Department Director *JMR* Date *02/25/16*

Signature of Purchasing Director

*[Signature]* Date *2/27/16*

**T-2188: PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT  
 REGION NORTH  
 STATE CONTRACT VENDORS NORTH REGION ONLY**

BINDER MACHINERY S. PLAINFIELD, NJ CATEGORY TYPE DISCOUNT	CAT 21 Graders & Excavator Parts 3%	CAT 22 Repair Hourly Rate \$146.00	CAT 33 Rollers Parts 3%	CAT 34 Repair Hourly Rate \$146.00	CAT 39 Milling Parts 3%	CAT 40 Milling Repairs P/HR \$146.00	CAT 61 Asphalt Maint Parts 3%	CAT 62 Repair Hourly Rate \$146.00
FOLEY, INC. PISCATAWAY, NJ CATEGORY TYPE DISCOUNT	CAT 5 Graders & Excavator Parts Net	CAT 6 Repair Hourly Rate \$215.00	CAT 33 Rollers Parts Net			CAT 42 Milling Repairs P/HR \$215.00	CAT 47 Asphalt Maint Parts Net	CAT 48 Repair Hourly Rate \$215.00
JESCO, INC. S. PLAINFIELD, NJ CATEGORY TYPE DISCOUNT	CAT 19 Graders & Excavator Parts 2%	CAT 20 Repair Hourly Rate \$145.00						
LAWSON PRODUCTS FAIRFIELD, NJ CATEGORY TYPE DISCOUNT	CAT 21 Graders & Excavator Parts 73.50%	CAT 187 Pumping Equipment 54.40%						
NORTHEAST TRUCK PARTS BAYONNE, NJ CATEGORY TYPE DISCOUNT	CAT 22 Graders & Excavator Repairs \$37.00	CAT 34 Rollers Parts \$40.00	CAT 42 Milling Repairs P/HR \$37.00	CAT 62 Asphalt Maint Repairs P/HR \$40.00	CAT 82 Sweeper Repairs \$40.00	CAT 102 Catch Basin Cleaners Repairs P/HR \$39.00	Cat 150 Concrete Mixers P/HR \$37.00	CAT 188 Pumps, motors, fittings, hoses, Repairs \$37.00

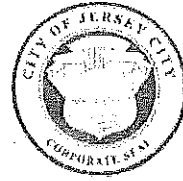
1. NORTHEAST CONTRACT HAS DISCOUNTS ON ALL CATEGORIES FOR THE NORTH REGION
2. BAYONNE, NJ LOCATION



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803




MARK REDFIELD  
DIRECTOR

## MEMORANDUM

**Date:** February 25, 2016

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject :** 2016 Budget Memo (State Contract for Automotive Parts)

There exists a need for various automotive parts. Northeast possesses state contract (A85853). The total of this contract will not exceed \$200,000.00. The Department of Public Works used this vendor in previous years and would like to continue because the vendor has been providing and supplying these parts in a timely fashion.

As the year progresses, and if the City needs more than \$20,000.00 worth of automotive parts, additional funds are then encumbered through a change order under the authority of the contract award resolution.

### CONTRACT FUNDING (2016)

- ❖ Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-210.
- ❖ Contract is utilizing object # 210.
- ❖ Line object 210 is budgeted for \$800,000.00 in CY 2016 (various contracts).
- ❖ As of today (02/25/16), \$136,479.50 is encumbered in object 210.
- ❖ Temporary budget amount for 210 is \$172,392.00, ending balance is \$35,912.50.
- ❖ DPW spent about \$210,000.00 in 2015 for automotive parts.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.





**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120150**  
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173222**  
 BUYER **STATECONT**

DATE	VENDOR NO
<b>02/24/2016</b>	<b>NO386775</b>

**VENDOR INFORMATION**

**NORTHEAST AUTO & TRUCK PARTS**  
 976 BROADWAY  
 BAYONNE NJ 07002

**DELIVER TO**  
**AUTOMOTIVE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

**BILL TO**  
**AUTOMOTIVE**  
 13-15 LINDEN AVENUE EAST  
 2ND FLOOR  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SC	ROAD MAINT EQUIPMENT PARTS AND REPAIRS	01-201-26-315-210	20,000.0000	20,000.00
		TOTAL CONTRACT: \$200,000.00 TEMP. ENCUMBRANCE: \$20,000.00			
		CY 2016: 1/1/16 - 12/31/16			
		T-2188: PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT			
		SC A85853			
		PARTIAL PAYMENT VOUCHERS			
		SC RESO _____, APPROVED _____			

TAX EXEMPTION NO. **22-6002013**

**PO Total 20,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**GOODS & SERVICES - NON BIDS**

REQ NO. 173222

PO NO. 120150

DEPT/DIV: DPW/AUTOMOTIVE

DESC: ROAD MAINT, PARTS & REPAIRS

CONTRACT TYPE: SC RESO / NORTHEAST

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
<del>X</del>	Fact Sheet <i>Danny 2.24</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agmt
X	BRC
X	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert
<del>X</del>	Reso/Ordinance (APPROVED BY LAW) <i>2.24 RL</i>
N/A	Approvals (fleet only)

NOTES:

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Requisition #  
0173222

CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor  
NORTHEAST AUTO & TRUCK PARTS  
976 BROADWAY  
BAYONNE NJ 07002

Dept. Bill To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

SC  
1.26

Dept. Ship To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

Contact Info  
Hector Ortiz, Dir  
2015474420

NO386775

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	ENCUMBRANCY FOR: PARTS AND REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	01-201-26-315-210	20,000.00	20,000.00

STATE CONTRACT VENDOR: 85853

T-NUMBER : T2188

CONTRACT AMOUNT =\$200,000.00  
TEMP. ENCUMBRANCY =\$20,000.00

PO IS VAILD ONLY THROUGH 12/31/16

PPVS

283,365.64  
14,632.65

which line #'s

Requisition Total 20,000.00

Req. Date: 01/22/2016  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By: *[Signature]*  
1/22/16

This Is Not A Purchase Order

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

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### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2188 14-X-23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	N E AUTO & TRUCK PARTS LLC	85853

[TOP](#)



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 This site is maintained by the Division of Revenue and Enterprise Services.

Vendor Name & Address:	N E AUTO & TRUCK PARTS LLC 976 BROADWAY BAYONNE, NJ 07002
Contact Person:	SEWPERSAUD RAMDAT
Contact Phone:	201-823-2128
Order Fax:	201-823-2635
Contract#:	85853
Expiration Date:	01/29/17
Terms:	4% 10 NET 30
Delivery:	4 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Woman Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

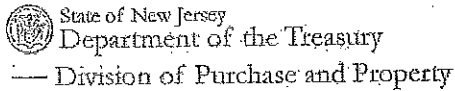


**New Jersey Division of Revenue**

Revenue NJEGS

**On-Line Business Registration Certificate  
Service**

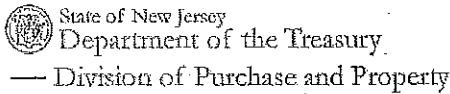
**CERTIFICATE NUMBER 1596066 FOR NORTHEAST AUTO & TRUCK PARTS  
LIMITED LIABILITY COMPANY IS VALID.**



**TERM CONTRACT SEARCH BY TNUMBER**

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T-Number	Title	Vendor	Contract #
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	BINDER MACHINERY CO	85854
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	CHARLES A MICHEL	85852
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	DISCOUNT HYDRAULICS	85855
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	EAGLE EQUIPMENT INC	85862
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	FOLEY INCORPORATED	85846
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GILES & RANSOME INC	85847
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GOLDEN EQUIPMENT CO INC	85859
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	GRANTURK EQUIPMENT CO INC	85858
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	JESCO INC	85848
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	LAWSON PRODUCTS INC	85850
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	N E AUTO & TRUCK PARTS LLC	85853
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	NEWARK BRUSH COMPANY	85860
T2188 14-x -23107	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	NORCIA CORP	85864



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**Notice of Award  
Term Contract(s)**

**T-2188  
PARTS & REPAIRS FOR ROAD MAINTENANCE  
EQUIPMENT**

Vendor Information
By Vendor
By Item
RFP Documents
Email to VANCE BEQUER

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

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- [State Contract Manager Adobe PDF \(8 kb\)](#)

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<b>Index #:</b>	T-2188
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 01/30/14 TO: 01/29/17
<b>Applicable To:</b>	ALL STATE AGENCIES



<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	23107
<b>Bid Open Date:</b>	08/23/13
<b>CID #:</b>	1041259
<b>Commodity Code:</b>	760-36
<b>Set-Aside:</b>	NONE

<b>CONDITIONS AND METHODS OF OPERATION</b>	
Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that	
A. Delivery: All prices F.O.B. Destination	
B. Method of Operation - State Agencies Only:	
<b>Issue an agency purchase order to the appropriate contract vendor(s).</b>	

<b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>	
In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.	
Questions, problems or complaints related to Cooperative Purchasing contact:	
Cooperative Purchasing Coordinator PO Box 230 Trenton, NJ 08625 (609) 984-7047	

<b>In the event of an emergency, contact the following in the order listed:</b>		
VANCE BEQUER	PROCUREMENT SPECIALIST	609-943-4816
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	<b>PUB DATE:</b>	<b>08/15/14</b>

<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	BINDER MACHINERY CO 2820 HAMILTON BLVD SO PLAINFIELD, NJ 07080
<b>Contact Person:</b>	BRENDAN BINDER
<b>Contact Phone:</b>	908-561-9000
<b>Order Fax:</b>	908-561-2844
<b>Contract#:</b>	85854
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	

*area Reg. N*

	CHARLES A MICHEL DBA C A M CO 1310 HAVANA AVE EGG HARBOR CTY, NJ 08215
<b>Contact Person:</b>	CHARLES A MICHEL
<b>Contact Phone:</b>	609-965-3677
<b>Order Fax:</b>	609-965-6119
<b>Contract#:</b>	85852
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	15 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	DISCOUNT HYDRAULICS 210 ROUTE 47 SOUTH CAPE MAY CT HSE, NJ 08210
<b>Contact Person:</b>	JOE FULFORD
<b>Contact Phone:</b>	609-465-5344
<b>Order Fax:</b>	609-463-3531
<b>Contract#:</b>	85855
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	2% 10 NET 30
<b>Delivery:</b>	14 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	EAGLE EQUIPMENT INC DBA PIERCE EQUIPMENT CO 3388 ROUE 22 WEST SOMERVILLE, NJ 08876 <i>Area</i>
<b>Contact Person:</b>	BRETT GERARD
<b>Contact Phone:</b>	908-203-0999
<b>Order Fax:</b>	908-203-5211
<b>Contract#:</b>	85862
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	FOLEY INCORPORATED 855 CENTENNIAL AVENUE PO BOX 1555 PISCATAWAY, NJ 08855-1555 <i>Area</i>
<b>Contact Person:</b>	THOMAS WAGENBLAST

<b>Delivery:</b>	4 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	JESCO INC 118 ST NICHOLAS AVE SO PLAINFIELD, NJ 07080 <i>Arlec</i>
<b>Contact Person:</b>	JONATHAN ROBUSTELLI
<b>Contact Phone:</b>	908-753-8080
<b>Order Fax:</b>	908-753-7853
<b>Contract#:</b>	85848
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	15 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	LAWSON PRODUCTS INC 8770 W BYRN MAWR AVE STE 900 ATTN BILL DEPT CHICAGO, IL 60631-3515
<b>Contact Person:</b>	FRANK ZIEGLER
<b>Contact Phone:</b>	773-304-5055
<b>Order Fax:</b>	312-267-1734
<b>Contract#:</b>	85850
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	1% 10 NET 30
<b>Delivery:</b>	2 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	N E AUTO & TRUCK PARTS LLC 976 BROADWAY BAYONNE, NJ 07002 <i>Arlec</i>
<b>Contact Person:</b>	SEWPERSAUD RAMDAT
<b>Contact Phone:</b>	201-823-2128
<b>Order Fax:</b>	201-823-2635
<b>Contract#:</b>	85853
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	4% 10 NET 30
<b>Delivery:</b>	4 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

<b>Contract#:</b>	85856
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	15 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	W E TIMMERMAN CO INC PO BOX 71 RTE 22 WHITEHOUSE, NJ 08888
<b>Contact Person:</b>	EDWARD K.BIXBY
<b>Contact Phone:</b>	908-534-4126
<b>Order Fax:</b>	908-534-2320
<b>Contract#:</b>	85857
<b>Expiration Date:</b>	01/29/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	45 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor:</b> BINDER MACHINERY CO			<b>Contract Number:</b> 85854		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11).  REGION SERVED: NORTH	1.000	LOT	3.00%	N/A
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12) REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	\$146.00000
00033	COMM CODE: 105-60-063212 [BEARINGS (SEE CLASS 060	1.000	LOT	3.00%	N/A

	FOR WHEEL...]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18)  BRAND: HAMM REGION SERVED: STATEWIDE				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON- OEM DEALER (GROUP 19) REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	\$146.00000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00039	COMM CODE: 765-66-085666 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: MILLING (CATEGORY 3) WIRTGEN BRAND OEM PARTS (GROUP 22)  REGION SERVED: STATEWIDE	1.000	LOT	3.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00040	COMM CODE: 913-71-085667 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: MILLING (CATEGORY 3) WIRTGEN BRAND OEM REPAIRS (GROUP 22)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$146.00000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00061	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...]  ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35)  BRAND: VOGELE REGION SERVED: NORTH	1.000	LOT	3.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	\$146.00000

NON-OEM REPAIR.					
DELIVERY: 14 DAYS ARO					
<b>Vendor: EAGLE EQUIPMENT INC DBA PIERCE EQUIPMENT CO</b>			<b>Contract Number: 85862</b>		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00097	COMM CODE: 210-07-063059 [CONCRETE AND METAL PRODUCTS, CULVERTS,...]  ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) VACCON BRAND OEM PARTS (GROUP 56)  REGION SERVED: STATEWIDE	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00098	COMM CODE: 913-71-063148 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) VACCON BRAND OEM REPAIRS (GROUP 56)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$109.00000
<b>Vendor: FOLEY INCORPORATED</b>			<b>Contract Number: 85846</b>		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 760-36-063002 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM PARTS (GROUP 3)  REGION SERVED: NORTH & CENTRAL	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 913-71-063110 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM REPAIRS (GROUP 3)  REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	\$215.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00033	COMM CODE: 105-60-063212 [BEARINGS (SEE CLASS 060 FOR WHEEL...)]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18)  BRAND: CATERPILLAR REGION SERVED: NORTH	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00041	COMM CODE: 765-66-063216 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: MILLING (CATEGORY 3) NON-OEM PARTS (GROUP 23)  BRANDS: CATERPILLAR OR BARBER GREENE  REGION SERVED: NORTH & CENTRAL  IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - CATERPILLAR OR BARBER GREENE - ON THE PURCHASE ORDER.	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON-OEM DEALER (GROUP 24)  REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	\$215.00000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00047	COMM CODE: 765-66-063017 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) BARBER GREENE BRAND OEM PARTS (GROUP 28)  REGION SERVED: NORTH & CENTRAL	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00048	COMM CODE: 913-71-063125 [CONSTRUCTION SERVICES,	1.000	HRATE	N/A	\$215.00000

	HEAVY...]  ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) BARBER GREENE BRAND OEM REPAIRS (GROUP 28)  REGION SERVED: NORTH & CENTRAL				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00061	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...]  ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35)  BRAND: CATERPILLAR REGION SERVED: NORTH	1.000	LOT	NET	N/A
<b>Vendor: GILES &amp; RANSOME INC</b>		<b>Contract Number: 85847</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 760-36-063002 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM PARTS (GROUP 3)  REGION SERVED: SOUTH & OCEAN CO.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 913-71-063110 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM REPAIRS (GROUP 3)  REGION SERVED: SOUTH & OCEAN CO.	1.000	HRATE	N/A	\$202.00000
<b>Vendor: GOLDEN EQUIPMENT CO INC</b>		<b>Contract Number: 85859</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00079	COMM CODE: 765-75-063237 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) TYMCO BRAND OEM PARTS (GROUP 45)	1.000	LOT	NET	N/A



*Jesco*  
*85850*

		EST QUANTITY	UNIT	% DISCOUNT	
00019	COMM CODE: 760-36-085653 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) JOHN DEERE BRAND OEM PARTS (GROUP 10)  REGION SERVED: STATEWIDE	1.000	LOT	2.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 913-71-085654 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) JOHN DEERE BRAND OEM REPAIRS (GROUP 10)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$145.00000

**Vendor:** LAWSON PRODUCTS INC      **Contract Number:** 85850

*ok*

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11).  BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE	1.000	LOT	73.50%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00141	COMM CODE: 065-05-063271 [AUTOMOTIVE AND TRAILER BODIES, BODY...]  ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) NON-OEM PARTS (GROUP 79)  BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE	1.000	LOT	73.50%	N/A

*ok*

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00187	COMM CODE: 720-36-063282 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) NON-OEM PARTS (GROUP 104)	1.000	LOT	54.40%	N/A

BRAND: LAWSON PRODUCTS REGION SERVED: STATEWIDE					
Vendor: N E AUTO & TRUCK PARTS LLC		Contract Number: 85853			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12) REGION SERVED: NORTH	1.000	HRATE	N/A	\$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON- OEM DEALER (GROUP 19) REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON- OEM DEALER (GROUP 24)  REGION SERVED: NORTH	1.000	HRATE	N/A	\$37.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 913-71-063219 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) CORE DRILL REPAIRS BY A NON- OEM DEALER (GROUP 27)  REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	\$40.00000

	ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) ASPHALT MAINTENANCE REPAIRS BY A NON-OEM DEALER (GROUP 36)  REGION SERVED: NORTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 913-71-063239 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) SWEEPER REPAIRS BY A NON- OEM DEALER (GROUP 47)  REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00086	COMM CODE: 913-71-063241 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) BEACH CLEANER/LITTER RETRIEVER REPAIRS BY A NON-OEM DEALER (GROUP 50)  REGION SERVED: NORTH	1.000	HRATE	N/A	\$40.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59)  REGION SERVED: NORTH	1.000	HRATE	N/A	\$39.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80)	1.000	HRATE	N/A	\$38.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00150	REGION SERVED: NORTH COMM CODE: 913-71-063274 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) CONCRETE MIXER REPAIRS BY A NON-OEM DEALER (GROUP 85) REGION SERVED: NORTH	1.000	HRATE	N/A	\$37.00000
00188	COMM CODE: 913-71-063283 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) HYDRAULIC PUMP, MOTOR, FITTING & HOSE REPAIRS BY A NON-OEM DEALER (GROUP 105) REGION SERVED: NORTH	1.000	HRATE	N/A	\$37.00000
00205	COMM CODE: 913-71-086722 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE-AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT. IMPORTANT NOTE: 1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES. 2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR.	1.000	EACH	NET	N/A

DELIVERY: 4 DAYS ARO					
Vendor: NEWARK BRUSH COMPANY			Contract Number: 85860		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46)  BRAND: NEWARK BRUSH CO.  REGION SERVED: NORTH	1.000	LOT	5.00%	N/A
Vendor: NORCIA CORP			Contract Number: 85864		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00155	COMM CODE: 720-36-063075 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) COMMERCIAL-INTERTECH BRAND OEM PARTS (GROUP 88)  REGION SERVED: STATEWIDE	1.000	LOT	12.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00156	COMM CODE: 913-71-063188 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) COMMERCIAL-INTERTECH BRAND OEM REPAIRS (GROUP 88)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$45.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00165	COMM CODE: 720-36-063080 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) GRESSEN-DANA BRAND OEM PARTS (GROUP 93)  REGION SERVED: STATEWIDE	1.000	LOT	12.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

STOP

00166	COMM CODE: 913-71-063193 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) GRESEN-DANA BRAND OEM REPAIRS (GROUP 93)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$45.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00167	COMM CODE: 720-36-063081 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MONARCH BRAND OEM PARTS (GROUP 94)  REGION SERVED: STATEWIDE	1.000	LOT	7.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00168	COMM CODE: 913-71-063194 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MONARCH BRAND OEM REPAIRS (GROUP 94)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$45.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00169	COMM CODE: 720-36-063082 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MUNCIE BRAND OEM PARTS (GROUP 95)  REGION SERVED: STATEWIDE	1.000	LOT	10.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00170	COMM CODE: 913-71-063195 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION:	1.000	HRATE	N/A	\$45.00000

	HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) MUNCIE BRAND OEM REPAIRS (GROUP 95)  REGION SERVED: STATEWIDE				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00183	COMM CODE: 460-45-063041 [HOSE, ACCESSORIES, AND SUPPLIES:...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) WEATHERHEAD BRAND OEM PARTS (GROUP 102)  REGION SERVED: STATEWIDE	1.000	LOT	35.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00184	COMM CODE: 913-71-063158 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) WEATHERHEAD BRAND OEM REPAIR (GROUP 102)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$45.00000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00187	COMM CODE: 720-36-063282 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) NON-OEM PARTS (GROUP 104)  BRAND: BUYERS PRODUCTS REGION SERVED: NORTH	1.000	LOT	15.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00188	COMM CODE: 913-71-063283 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) HYDRAULIC PUMP, MOTOR, FITTING & HOSE REPAIRS BY A NON-OEM DEALER (GROUP 105)	1.000	HRATE	N/A	\$45.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
REGION SERVED: STATEWIDE					
00205	COMM CODE: 913-71-086724 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION:  NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE- AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT:  IMPORTANT NOTE:  1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES.  2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR.  DELIVERY: 15 DAYS ARO	1.000	EACH	NET	N/A
<b>Vendor: OLD DOMINION BRUSH CO</b>		<b>Contract Number: 85861</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46)  BRAND: OLD DOMINION BRUSH  REGION SERVED: STATEWIDE	1.000	LOT	44.50%	N/A
<b>Vendor: ORCHARDS HYDRAULIC SERVICE INC</b>		<b>Contract Number: 85851</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11).	1.000	LOT	65.00%	N/A



	BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-71-063211 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) GRADER AND EXCAVATOR REPAIRS BY A NON-OEM DEALER (GROUP 12)  REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 105-60-063212 [BEARINGS (SEE CLASS 060 FOR WHEEL...)]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18)  BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19)  REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 765-66-063216 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: MILLING (CATEGORY 3) NON-OEM PARTS (GROUP 23)  BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00042	COMM CODE: 913-71-063217 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: MILLING (CATEGORY 3) MILLING REPAIRS BY A NON- OEM DEALER (GROUP 24)  REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 765-08-063218 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) NON-OEM PARTS (GROUP 26)  BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 913-71-063219 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: CORE DRILL (CATEGORY 4) CORE DRILL REPAIRS BY A NON -OEM DEALER (GROUP 27)  REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00061	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...]  ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35)  BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 913-71-063221 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION:	1.000	HRATE	N/A	\$60.00000

	ASPHALT MAINTENANCE (CATEGORY 5) ASPHALT MAINTENANCE REPAIRS BY A NON-OEM DEALER (GROUP 36)  REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46)  BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 913-71-063239 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) SWEEPER REPAIRS BY A NON- OEM DEALER (GROUP 47)  REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00085	COMM CODE: 755-30-063240 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...]  ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) NON-OEM PARTS (GROUP 49)  BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00086	COMM CODE: 913-71-063241 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: BEACH CLEANER/LITTER RETRIEVER (CAT. 7) BEACH CLEANER/LITTER RETRIEVER REPAIRS BY A NON-OEM DEALER (GROUP 50)	1.000	HRATE	N/A	\$60.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00101	REGION SERVED: CENTRAL & SOUTH COMM CODE: 210-07-063257 [CONCRETE AND METAL PRODUCTS, CULVERTS,...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) NON-OEM PARTS (GROUP 58) BRAND: WEATHERHEAD REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59) REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00141	COMM CODE: 065-05-063271 [AUTOMOTIVE AND TRAILER BODIES, BODY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) NON-OEM PARTS (GROUP 79) BRAND: WEATHERHEAD OR SYNIFLEX REGION SERVED: CENTRAL & SOUTH IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - WEATHERHEAD OR SYNIFLEX - ON THE PURCHASE ORDER.	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9)	1.000	HRATE	N/A	\$60.00000

	AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80)  REGION SERVED: CENTRAL & SOUTH				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00149	COMM CODE: 755-80-063273 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...]  ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) NON-OEM PARTS (GROUP 84)  BRAND: WEATHERHEAD  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00150	COMM CODE: 913-71-063274 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) CONCRETE MIXER REPAIRS BY A NON-OEM DEALER (GROUP 85)  REGION SERVED: CENTRAL & SOUTH	1.000	HRATE	N/A	\$60.00000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00187	COMM CODE: 720-36-063282 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) NON-OEM PARTS (GROUP 104)  BRAND: WEATHERHEAD OR SYNFLEX  REGION SERVED: CENTRAL & SOUTH  IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - WEATHERHEAD OR SYNFLEX - ON THE PURCHASE ORDER.	1.000	LOT	65.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00188	COMM CODE: 913-71-063283 [CONSTRUCTION SERVICES, HEAVY...]	1.000	HRATE	N/A	\$60.00000

	ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) HYDRAULIC PUMP, MOTOR, FITTING & HOSE REPAIRS BY A NON-OEM DEALER (GROUP 105)  REGION SERVED: CENTRAL & SOUTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00203	COMM CODE: 065-88-063284 [AUTOMOTIVE AND TRAILER BODIES, BODY...]  ITEM DESCRIPTION: TRAILER MOUNTED ARROWBOARDS & VARIABLE MESSAGE BOARDS (CATEGORY 12) NON-OEM PARTS (GROUP 113)  BRAND: WEATHERHEAD DELIVERY: 14 DAYS ARO  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	65.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00204	COMM CODE: 913-71-063285 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: TRAILER MOUNTED ARROWBOARDS & VARIABLE MESSAGE BOARDS (CATEGORY 12) TRAILER MOUNTED ARROWBOARD & VARIABLE MESSAGE BOARD REPAIRS BY A NON-OEM DEALER (GROUP 114)  DELIVERY: 14 DAYS ARO REGION SERVED: CENTRAL & SOUTH	1.000	LOT	N/A	\$60.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00207	COMM CODE: 755-30-063220 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...]  ITEM DESCRIPTION: ASPHALT MAINTENANCE (CATEGORY 5) NON-OEM PARTS (GROUP 35)  BRAND: BUYER'S PRODUCTS DELIVERY: 14 DAYS ARO  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	5.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00208	COMM CODE: 755-80-063273 [ROAD AND HIGHWAY ASPHALT AND CONCRETE...]  ITEM DESCRIPTION: CONCRETE MIXERS (CATEGORY 10) NON-OEM PARTS (GROUP 84)  BRAND: MUNCIE DELIVERY: 14 DAYS ARO  REGION SERVED: CENTRAL & SOUTH	1.000	LOT	5.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00209	COMM CODE: 065-88-063284 [AUTOMOTIVE AND TRAILER BODIES, BODY...]  ITEM DESCRIPTION: TRAILER MOUNTED ARROWBOARDS & VARIABLE MESSAGE BOARDS (CATEGORY 12) NON-OEM PARTS (GROUP 113)  BRAND: BUYER'S PRODUCTS OR DELIVERY: 14 DAYS ARO NATIONAL LIFT PARTS  REGION SERVED: CENTRAL & SOUTH  IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - BUYER'S PRODUCTS OR NATIONAL LIFT PARTS - ON THE PURCHASE ORDER.	1.000	LOT	5.00%	N/A
Vendor: STEELFAB DIV OF PETER GARAFANO & SON INC		Contract Number: 85863			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00102	COMM CODE: 913-71-063272 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59)  REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	\$95.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00142	COMM CODE: 913-71-064165 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) CATCH BASIN CLEANER REPAIRS BY A NON-OEM DEALER (GROUP 59)  REGION SERVED: NORTH & CENTRAL	1.000	HRATE	N/A	\$95.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: AERIAL/CRANE EQUIPMENT (CATEGORY 9) AERIAL/CRANE EQUIPMENT REPAIRS BY A NON-OEM DEALER (GROUP 80)  REGION SERVED: NORTH & CENTRAL				
00205	COMM CODE: 913-71-086724 [CONSTRUCTION SERVICES, HEAVY...]  ITEM DESCRIPTION:  NET PRICE LINE FOR PARTS INSTALLED BY A NON-OEM DEALER IN A REPAIR PRE- AUTHORIZED BY A USING AGENCY. THIS PRICE LINE IS TO BE USED FOR ALL TWELVES CATEGORIES OF EQUIPMENT.  IMPORTANT NOTE:  1. THIS PRICE LINE SHALL NOT BE USED FOR PARTS ONLY PURCHASES.  2. IF A NON-OEM REPAIRS CONTRACTOR ALSO HOLDS THE CONTRACT FOR NON-OEM PARTS IN A CATEGORY THEN THE USING AGENCY MUST USE THE PRICE LINE THAT PROVIDES THE BEST PRICING FOR PARTS INSTALLED IN A NON-OEM REPAIR.	1.000	EACH	NET	N/A
Vendor: TRANSAXLE LLC		Contract Number: 85849			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 760-36-063210 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) NON-OEM PARTS (GROUP 11)  BRAND: PERMCO OR MUNCIE  REGION SERVED: STATEWIDE  IMPORTANT NOTE: ORDERING AGENCY WILL SELECT BRAND - PERMCO OR MUNCIE - ON THE PURCHASE ORDER.	1.000	LOT	33.00%	N/A



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

City Clerk File No. Res. 16.195

Agenda No. 10.Z.7

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NU-WAY CONCESSIONARIES INC FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

### **COUNCIL**

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

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on November 17, 2015 for Senior Congregate Site Nutrition Program for the Department of Health and Human Services; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the One (1) Item as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, the sum of **Two Hundred Sixty One Thousand, Six Hundred (\$261,600.00) Dollars**, will be budgeted for the 2016 budget; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Nu-Way Concessionaries Inc to be fair and reasonable; and

**WHEREAS**, the sum of **Twenty Five Thousand (\$25,000.00) Dollars** is available in Capital Account No. 02-213-40-618-314; and

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Nu-Way Concessionaries Inc for the Department of Health and Human Services;
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 One (1) item 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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NU-WAY CONCESSIONARIES INC FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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 Health & Human Services**

<b>Acct #</b>	<b>P.O #</b>	<b>Temp. Encumb.</b>	<b>Amount</b>
02-213-40-618-314	120405		\$25,000.00
		<b>Total Contract</b>	<b>\$261,600.00</b>

Approved by Peter Folgado RPPS  
for **Peter Folgado, Director of Purchasing**

PF/pc  
3/11/16

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 3.23.16											
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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN END CONTRACT TO NU-WAY CONCESSIONAIRES FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES.

**Project Manager**

Department/Division	H.H.S.	Senior Nutrition
Name/Title	Larry Eccleston	Director of Senior Nutrition
Phone/email	Office - 201-547-5838 Cell - 201-725-6965	ecclestonl@cnj.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 meals to senior citizen at congregate lunch site as part of a Federal and State grant from the Hudson County Office on Aging. Nu-Way Concessionaires will be providing approximately 5,500 hot meals per month for senior citizens participating in the congregate site lunch program. The bid which is based on the cost per meal was \$ 4.37.

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

Total Cost \$ 261,600.00  
Temporary Encumbrance \$ 25,000.00  
Acct Number # 02-213-40-618-314

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

Contract is for one year. The City reserves the right to extend the contract for two additional one year terms.

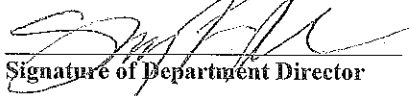
Type of award

If "Other Exception", enter type

**Additional Information**

Bid is for one year, with two additional one year options.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchasing Agent  
Peter Folgado, QPA

\_\_\_\_\_  
Date

# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0173612

PO # 120405

DEPT/DIV: H&HS

SUBJ: Senior Congregate Site Nutrition Program

## GOODS & SERVICES NON BIDS

*Amending      Emergency      EUS      GSA      Ordinance      Pay to Play      Prof Service      State Contract      Library      Resolution*

Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

## BIDS

*Good & Services      Construcion      RFP'S      RFQ'S      Resolution*

Proposal Page/Amounts	X				X
EEO/AA Compliance	X				
BRC/Validation	X				
Certification Regarding Suspension/Debarment	X				
Legislative Fact Sheet/ Determination of Value	X				

Notes:

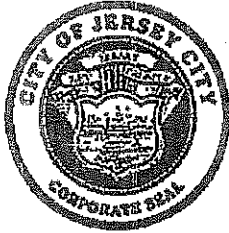
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Department of Health & Human Services  
**CITY OF JERSEY CITY**  
199 Summit Avenue  
Jersey City, N.J. 07304  
(201) 547-6800



**Bid for meals as described in the Request for Bids  
Senior Congregate Site Nutrition Program  
2016**

The bid amount will be per unit (one complete meal, packaged and delivered as set forth in the request.) The bid will be in dollars and cents and remain constant through the life of the contract.

Bid per meal: \$ 4.36

Vendor: NU-WAY CONCESSIONAIRES INC.

Address: 339-345 BERGEN AV.

City, State, Zip: KEARNY, N.J. 07032

**Michael Liegel**  
General Manager  
Nu-Way Concessionaires, Inc.  
339 - 345 Bergen Avenue  
Kearny, NJ 07032

Authorized Bidder: MICHAEL R. LIEGEL  
(print name)

Signature: Michael R. Liegel Date: 11/17/15

BID PROPOSAL /DOCUMENTS  
SENIOR CONGREGATE SITES NUTRITION PROGRAM  
"Congregate Sites"  
MHS/SENIOR NUTRITION

This contract will be awarded as an open-end contract for a term of one year.  
The minimum and the maximum number of quantities for each item are as stated below.

Forty Five Thousand (45,000) meals/units annually is the minimum. Sixty Thousand (60,000) meals/units annually is the maximum. The vendor will deliver the freshly cooked hot meals in bulk to the nine (9) Congregate Nutrition Sites which are currently the sites listed below. The number of Congregate Sites may also increase or be reduced during the contract year.

1. Berry Gardens, 92 Danforth Avenue
2. Boyd McGuinness, 2555 Kennedy Blvd.
3. Grace Senior Center, 39 Erie Street
4. Maureen Collier Senior Center, 335 Bergen Avenue
5. Ocean Towers Senior Apts., 435 Ocean Avenue
6. Joseph Connors Senior Center, 28 Paterson Street
7. Villa Borinquen (P.A.C.O.), 398 Grove Street
8. Olga Rodriguez Senior Center, 358 Montgomery Street
9. Lafayette Senior Living Center, 463 Pacific Avenue

The contract will be awarded based upon the grand total price of the maximum number of meals/units annually for Item one (1). If the Grand Total Price is found to have been incorrectly computed, a change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award.

Item # 1-60,000- Units annually @ \$ 4.36 Per unit for a Total Cost of \$ 261,600.00  
Price in Figures Total Cost in Figures

Grand Total Bid Price for 60,000 Units/Meals annually

Two-hundred sixty-one THOUSAND, Six HUNDRED DOLLARS.  
Grand Total Bid Amount in Words

\$ 261,600.00  
(in Figures)

**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/connect\\_compliance](http://www.state.nj.us/treasury/connect_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): MICHAEL R. LIEBEL OWNER

Representative's Signature: *Michael R. Liebel*

Name of Company: NV-WAY CONSTRUCTION, INC.

Tel. No.: 901-997-4851 Date: 11-17-15

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 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): MICHAEL R. HINGEL GEN MGR  
Representative's Signature: [Signature]  
Name of Company: NU-WAY CONCRETEWORKS INC.  
Tel. No.: 801-997-4851 Date: 11-15-15



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 : NU-WAY CONCESSIONAIRKS INC.  
Address : 339 BERGEN AV. KENNY, N.J. 07032  
Telephone No. : 201-997-4251  
Contact Name : MICHAEL R. LIEBEL.

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
P.O. BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME  
NJ. WATER CONCESSIONAIRES, INC.

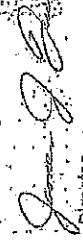
TRADE NAME:

SEQUENCE NUMBER:  
0715911

ADDRESS:  
335 BERGEN AVE  
TREASURY NJ 07027

ISSUANCE DATE:  
06/25/08

EFFECTIVE DATE:  
09/20/71



Director  
New Jersey Division of Revenue

SONV153C



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

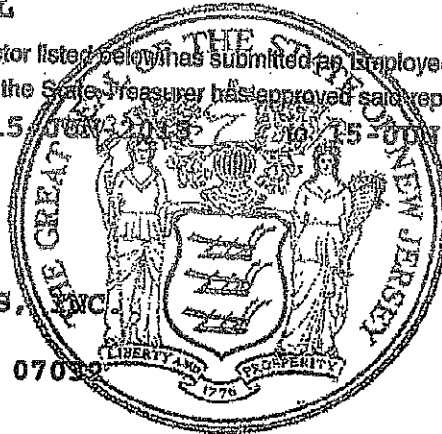
CERTIFICATE NUMBER 0415911 FOR NU-WAY CONCESSIONAIRES, INC. IS VALID.

VERIFIED  
PC

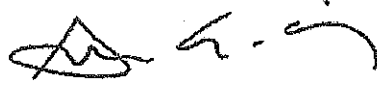

Certification 4766

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 JUN 2018 to 15 OCT 2018**



**NU-WAY CONCESSIONARIES, INC.**  
**339-345 BERGEN AVENUE**  
**KEARNY NJ 07032**

  
  
**Andrew P. Sidamon-Eristoff**  
**State Treasurer**

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

City Clerk File No. Res. 16.196

Agenda No. 10-Z-8

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

### **COUNCIL**

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

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on November 17, 2015 for Senior Home Delivered Meals "Meals on Wheels" for the Department of Health and Human Services; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the One (1) Item as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, the sum of **One Million, One Hundred Eighty Three Thousand, Two Hundred (\$1,183,200.00) Dollars**, will be budgeted for the 2016 budget; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Whitson's Culinary Groups to be fair and reasonable; and

**WHEREAS**, the sum of **One Hundred Thousand (\$100,000.00) Dollars** is available in Capital Account No. 02-213-40-618-314; and

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Whitson's Culinary Group for the Department of Health and Human Services;
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 One (1) item 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)

City Clerk File No. Res. 16-196

Agenda No. 10-7-8 MAR 23 2016

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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

<b>Department of Health &amp; Human Services</b>			
<b>Acct #</b>	<b>P.O #</b>	<b>Temp. Encumb.</b>	<b>Amount</b>
02-213-40-618-314	120404		\$ 100,000.00
		<b>Total Contract</b>	<b>\$1,183,200.00</b>

Approved by Peter Folgado PPP 5  
for **Peter Folgado, Director of Purchasing**

PF/pc  
3/11/16

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 3.23.16											
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

**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 AN OPEN END CONTRACT TO WHITSON'S FOOD SERVICES FOR SENIOR HOME DELIVERED MEALS FOR THE SENIOR NUTRITION PROGRAM, "MEALS ON WHEELS", FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES.

**Project Manager**

Department/Division	H.H.S.	Senior Nutrition
Name/Title	Larry Eccleston	Director of Senior Nutrition
Phone/email	Office - 201-547-5838 Cell - 201-725-6965	ecclestonl@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 meals to homebound senior citizen as part of a Federal and State grant from the Hudson County Office on Aging. Whitson's Food Services, 1800 Motor Pkwy, Islandia, NY will be providing approximately 5,000 frozen meals per week for delivery to senior citizens participating in the meals on wheels program. The bid which is based on the cost per meal was \$ 4.64

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

Total Cost \$ 1,183,200.00  
Temporary Encumbrance \$ 100,000.00  
Acct Number # 02-213-40-618-314

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

Contract is for one year. The City reserves the right to extend the contract for two additional one year terms.

Type of award

If "Other Exception", enter type

**Additional Information**

Bid is for one year with two additional one year options.

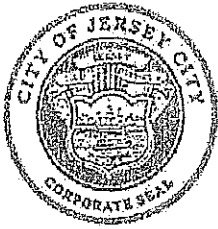
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/11/10  
Date

\_\_\_\_\_  
Signature of Purchasing Agent  
Peter Folgado, QPA

\_\_\_\_\_  
Date



Department of Health & Human Services  
**CITY OF JERSEY CITY**  
 199 Summit Avenue  
 Jersey City, N.J. 07304  
 (201) 547-6800



Bid for frozen meals as described in the Request for Bids  
 Senior Home Delivered Nutrition Program  
 "Meals on Wheels"  
 2016

The bid amount will be per unit (one complete meal, packaged and delivered as set forth in the request.) The bid will be in dollars and cents and remain constant through the life of the contract.

Bid per meal: \$ 4.604

Vendor: Whitsons Food Service (Bronx) Corp.

Address: 1800 Motor Parkway

City, State, Zip: Islandia, NY 11749

Authorized Bidder: Michael Whitcomb, VP of Customer Relations  
(print name)

Signature:  Date: 11/10/15



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): Michael Whitcomb, VP of Customer Relations

Representative's Signature: 

Name of Company: Whitsons Food Service (Bronx) Corp.

Tel. No.: 631-750-1423

Date: 11/10/15

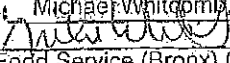
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
 Equal Opportunity for Individuals with Disability

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): Michael Whitcomb, VP of Customer Relations  
 Representative's Signature:   
 Name of Company: Whitsons Food Service (Bronx) Corp.  
 Tel. No.: 631-750-1423 Date: 11/10/15



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

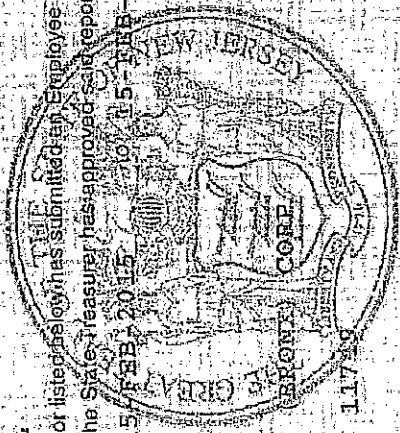
CERTIFICATE NUMBER 1130450 FOR WHITSONS FOOD SERVICE (BRONX) CORP. IS  
VALID.

VERIFIED  
PC

Certification: 54076

### 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 FEB 20 15 to 15 FEB 2018



WHITSON'S FOOD SERVICE BRONX CORP  
1800 MOTOR PARKWAY  
ISLANDIA NY 11749

Andrew P. Sidamon-Eiscoff  
State Treasurer



# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0173610

PO # 120404

DEPT/DIV: H&HS

SUBJ: Senior Home Delivered Nutrition Program  
"Meals on Wheels"

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

## BIDS

	Good & Services	Construction	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts	X				X
EEO/AA Compliance	X				
BRC/Validation	X				
Certification Regarding Suspension/Debarment	X				
Legislative Fact Sheet/ Determination of Value	X				

Notes:

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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 : Whitsons Food Service (Bronx) Corp.  
 Address : 1800 Motor Parkway, Islandia, NY 11749  
 Telephone No. : 631-750-1423  
 Contact Name : Michael Whitcomb

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:** WHITSONS FOOD SERVICE (BRONX) CORP.

**Trade Name:**

**Address:** 1800 MOTOR PARKWAY  
ISLANDIA, NY 11749-5216

**Certificate Number:** 1130450

**Effective Date:** March 01, 2005

**Date of Issuance:** February 06, 2013

**For Office Use Only:**

20130206161120790

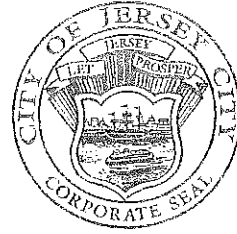
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.197

Agenda No. 10.Z.9

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, funding is required to provide voice and data telecommunication network services to (Plain Old Telephone lines, Primary Rate Interface lines and the Internet); and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Broadview Networks Inc. P.O. Box 9242, Uniondale, New York 11555 is in possession of State Contract A85017, will provide voice communication network services; and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-31-435-620	120078	A85017	\$100,500.00	\$21,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to Broadview Networks Inc. for voice communication network services.
2. The total contract amount is \$100,500.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-31-435-620	120078	A85017	\$100,500.00	\$21,000.00

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

February 24, 2016  
Date

PF/pv  
2/19/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

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

**Contract Purpose**

Provision of voice and data circuits feeding the City's VOIP telephone system (PRIs), POTS lines for fax machines/alarm systems/miscellaneous voice service and Internet service for the JCRA.

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

Telecom operating budget, \$8,375 monthly, \$100,500 yearly, \$26,000 initial encumbrance

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

One year

Type of award

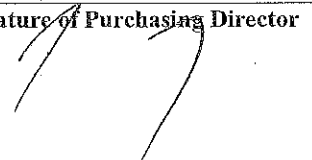
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2-24-16  
Date

  
Signature of Purchasing Director

2/24/16  
Date



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120078**  
IF THE NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173503**  
 BUYER **STATECONT**

DATE	VENDOR NO.
02/19/2016	BR079585

**VENDOR INFORMATION**

**BROADVIEW NETWORKS. INC**  
 PO BOX 9242  
 UNIONDALE NY 11555

**DELIVER TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	VOICE AND DATA LINES VOICE AND DATA TELECOMMUNICATIONS LINES POTS LINES, PRI'S, INTERNET  YEARLY: \$100,500 (P/MO \$8,375) INITIAL ENCUMBRANCE: \$21,000  T-1297: VOICE COMMUNICATIONS NETWORK SRVCS  LINE 00001, COMM CODE: 915-77-083262 LINE 00003, COMM CODE: 915-77-085078  SC A85017  201-420-8950 346 DATED 1/12/16  SC RESO _____, APPROVED _____	01-201-31-435-620	21,000.0000	21,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total 21,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Requisition #

0173503

Assigned PO #

**Vendor**  
BROADVIEW NETWORKS. INC  
PO BOX 9242  
UNIONDALE NY 11555

**Dept. Bill To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY

**Dept. Ship To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY NJ 07306

BR079585

**Contact Info**  
robert magro  
015474274.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	VOICE AND DATA LINES VOICE AND DATA TELECOMMUNICATIONS LINES POTS LINES, PRI'S, INTERNET  YEARLY: \$100,500 (P/MO \$8,375) INITIAL ENCUMBRANCE: \$21,000  T-1297: VOICE COMMUNICATIONS NETWORK SRVCS  LINE 00001, COMM CODE: 915-77-083262 LINE 00003, COMM CODE: 915-77-085078  SC A85017  201-420-8950 346 DATED 1/12/16  SC RESO _____, APPROVED _____	0120131435620080	21,000.00	21,000.00

Requisition Total 21,000.00

Req. Date: 02/16/2016

Requested By: BOBM

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

Buyer Id:

**This Is Not A Purchase Order**

**GOODS & SERVICES - NON BIDS**

REQ NO. 173503

PO NO. 120078

DEPT/DIV: ADMIN, INFO TECH

DESC: VOICE & DATA LINES

CONTRACT TYPE: STATE CONTRACT

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
X	Fact Sheet <i>MAS 2/22</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agrmt
X	BRC
X	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert
X	Reso/Ordinance (APPROVED BY LAW) <i>HR 2/22</i>
N/A	Approvals (fleet only)

NOTES:

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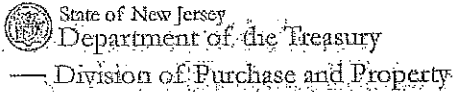
**New Jersey Division of Revenue**

Revenue

NJERS

**On-Line Business Registration Certificate  
Service**

CERTIFICATE NUMBER 0360997 FOR BROADVIEW NETWORKS, INC. IS  
VALID.



**Notice of Award  
Term Contract(s)**

**T-1297  
VOICE COMMUNICATIONS NETWORK SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to GREGORY BUDDIE

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- [Method of Operation](#) Adobe PDF (20 kb)
- [Price Lists - Broadview](#) Adobe PDF (72 kb)
- [Price Lists - AT&T](#) Adobe PDF (636 kb)
- [Subcontractor List](#) Adobe PDF (6 kb)
- [Amendment #1 - Change in Scope](#) Adobe PDF (19 kb)
- [Amendment #2 - Price List Update\(s\)](#) Adobe PDF (18 kb)

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[NOAs By Number](#)

[NOAs By Title](#)

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<b>Index #:</b>	T-1297
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 10/01/13 TO: 09/30/18
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

	BROADVIEW NETWORKS 800 WESTCHESTER AVENUE RYE BROOK, NY 10573
<b>Contact Person:</b>	JOY BLAIR
<b>Contact Phone:</b>	212-404-5302
<b>Order Fax:</b>	914-922-9377
<b>Contract#:</b>	85017
<b>Expiration Date:</b>	09/30/18
<b>Terms:</b>	2% 20 NET 30
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor:</b> AT&T CORP			<b>Contract Number:</b> 85016		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-77-083262 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS LINES  SEE SCHEDULE A FOR PRICING  02	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-77-085078 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS TRUNKS  SEE SCHEDULE C FOR PRICING	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-085081 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: OUTBOUND TOLL CALLING  SEE SCHEDULE F FOR PRICING	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 915-77-085082 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: TOLL-FREE CALLING  SEE SCHEDULE G FOR PRICING	1.000	LOT	NET	N/A



Vendor: BROADVIEW NETWORKS		Contract Number: 85017			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-77-083262 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS LINES  SEE SCHEDULE A FOR PRICING	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-77-085078 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS TRUNKS  SEE SCHEDULE C FOR PRICING	1.000	LOT	NET	N/A

**Downloadable RFP Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [NJ Standard Terms and Conditions](#) Adobe PDF (93 kb)
- [RFP TEXT](#) Adobe PDF (2 mb)
- [NJ Standard RFP Forms](#) Adobe PDF (1 mb)
- [Cooperative Purchase Form](#) Adobe PDF (510 kb)
- [Source Disclosure Certification](#) Adobe PDF (399 kb)
- [Sub-Contracting Form](#) Adobe PDF (359 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Addendum # 1 - Revised Bid Open Date and Responses to Electronic Questions](#) Adobe PDF (292 kb)
- [Addendum # 2 - Responses to Electronic Questions](#) Adobe PDF (28 kb)

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## Method of Operation

T1297

### Voice Communications Network Services

October 1, 2013

#### **1.0 Purpose and Intent**

The purpose of this contract is to enable the procurement of the following Voice Communications Network Services (Voice Services):

1. Business Lines ("POTS" TDM) – To include ancillary features and "Local Calling" usage charges if applicable;
2. Business Lines ("POTS" TDM) - Unlimited Local/Long Distance – To include ancillary features and unlimited Local and Long Distance calling;
3. Business Trunks (TDM) – To include analog, ISDN PRI, Direct Inward Dialing, ancillary features and "Local Calling" usage charges if applicable;
4. Business Trunks (TDM) - Unlimited Local/Long Distance – To include analog, ISDN PRI, Direct Inward Dialing, ancillary features and unlimited Local and Long Distance calling;
5. Outbound Toll (also referred to as "Toll" in this RFP) – Inclusive of intrastate, interstate, international and Credit Card services. In addition to traditional usage-based per minute pricing, the State is seeking offers for flat-rate pricing on a per line/trunk basis; and
6. Toll Free – 800, 888, 877, 866 and 855.

The State has granted approval for an exception to the single vendor rule in order to justify awards to two or more vendors in accordance with N.J.S.A. 52:34-12.1. Vendor contracts have been awarded to AT&T Inc. and Broadview as posted on the Division of Purchase & Property webpage for contract T1297 Voice Communications Network Services found at:

[http://www.state.nj.us/treasury/purchase/noa/contracts/t1297\\_13-x-22465.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml)

#### **2.0 Contract Term**

The contract term for this contract is five (5) years with two one-year extension renewal options, effective October 1, 2013.

#### **3.0 Method of Operation**

Contract users shall obtain service quotes from vendor by utilizing the "Vendor Information" contact posted on the Division of Purchase & Property, Procurement Bureau webpage for contract T1297 Voice Communications Network Services found at:

[http://www.state.nj.us/treasury/purchase/noa/contracts/t1297\\_13-x-22465.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml)

Vendor will not place an order or place in service any type of equipment or facility, which would result in charges to the Using Agency without a written order from the Using Agency.

Vendor is required to provide contract users with:

1. A written proposal with the following information:
  - Detailed description of the products and services being offered;
  - A clear and concise quote including the following information:
    - o A list and description of each item quoted.

- The quantity of items quoted.
  - The State's discounted price
  - The unique identification code assigned to each item
2. Vendor Information- vendor's name, contact person, contact phone number, contract number date of quote, quote number
  3. Agency/Department Information – Agency/department name, contact person, contact number, service address, billing address,

State Agency/Department Process:

1. All telephony orders must be sent to approved vendors with RTS Request for Telephone Service accompanied by standardized spreadsheets confirming installation/change/disconnect details.
2. OIT Telecommunications must be copied on any telephony order sent directly to an approved vendor by an agency at [Telecommunications@treas.state.nj.us](mailto:Telecommunications@treas.state.nj.us)
3. Copies of all telephony orders must be sent to OIT Telephone Billing at [nit.request@oit.state.nj.us](mailto:nit.request@oit.state.nj.us) for processing in the SONJ billing database.

Note 1: Vendor shall comply with procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.

Note 2: During the period of contract, no change is permitted in any of its conditions and specifications, unless the vendor receives written approval from the Director of the Division of Purchase and Property.

Note 3: The State will post the approved vendor price list at:  
[http://www.state.nj.us/treasury/purchase/noa/contracts/t1297\\_13-x-22465.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml)

#### **4.0 State Agency Review and Approval Process**

1. The Agency will follow its own internal review and approval process. The Agency can consult with OIT during the preliminary planning process to address any questions they may have..

Telecom Integrity Group  
1250 Route 28 Suite 305  
Branchburg NJ 08876

January 28, 2016

Jersey City  
Bob Magro  
1 Journal Sq Plaza 3 Rd Fl  
Jersey City, NJ 07306-4004

Invoice #	PO Preparation Sheet Invoice Amount	Invoice Date	Invoice Type
201-420-8950 346	\$ 8,374.89	01/12/16	Non Centrex
	Total \$ 8,374.89		

Vendor Remittance  
Broadview Networks  
PO Box 9242  
Uniondale, NY 11555-9242

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

City Clerk File No. Res. 16-198

Agenda No. 10.Z.10

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, there exists a need for Wireless Devices and Services for the Department of Administration, Division of Information Technology; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Verizon Wireless, P.O. 408, Newark, New Jersey 07107 is in possession of State Contract A82583, will provide wireless devices and services; and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-31-435-616	120059	A82583	\$120,000.00	\$25,000.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract is awarded to Verizon Wireless for wireless devices and services.
2. The total contract amount is \$120,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-31-435-616	120059	A82583	\$120,000.00	\$25,000.00

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing  
RPPO, OPA

February 24, 2016  
Date

PF/pv  
2/18/16

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@jcj.org

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

**Contract Purpose**

Provision of cellular equipment and services to the City. Cell phones, broadband cards and tablets.

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

Telecom operating budget, \$10,000 monthly, \$120,000 yearly, \$25,000 initial encumbrance

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

One year

**Type of award**

State contract

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

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2-24-16  
Date

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

\_\_\_\_\_  
Date



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120059**  
THIS NUMBER MUST APPEAR ON ALL INVOICES  
 CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173507**  
 BUYER **STATECONT**

DATE	VENDOR NO.
<b>02/17/2016</b>	<b>VE570320</b>

**VENDOR INFORMATION**

**VERIZON WIRELESS**  
**PO BOX 408**  
  
**NEWARK NJ 07107**

**DELIVER TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
  
**JERSEY CITY NJ 07306**

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**BILL TO**  
**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	<b>CELLULAR SERVICES            AND GOODS            PHONES, TABLETS, BROADBAND CARDS</b>  <b>YEARLY: \$120,000 (\$10,000/P/MO)            INITIAL ENCUMBRANCE: \$25,000</b>  <b>T-216A: WIRELESS DEVICES &amp; SERVICES</b>  <b>SC A82583</b>  <b>ACCT. 985255279-00001</b>  <b>PARTIAL PAYMENT VOUCHERS</b>  <b>SC RESO _____, APPROVED _____</b>	01-201-31-435-616	25,000.0000	25,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total 25,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



**GOODS & SERVICES - NON BIDS**

REQ NO. 173507

PO NO. 120059

DEPT/DIV: INFO TECH

DESC: WIRELESS DEVICES & SERVICES

CONTRACT TYPE: STATE CONTRACT

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
<del>X</del>	Fact Sheet <i>Majro 2.12</i>
N/A	Val of Cert \$17,500 (PTP only)
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agrmt
X	BRC
X	State Contract
N/A	PTP
N/A	EEO/AA or EIR Cert
<del>X</del>	Reso/Ordinance (APPROVED BY LAW) <i>2.12</i>
N/A	Approvals (fleet only)

NOTES:

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**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

**Dept. Bill To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
  
JERSEY CITY

**Assigned PO #**

**Requisition #**  
  
0173507

**Vendor**  
VERIZON WIRELESS  
PO BOX 408  
NEWARK NJ 07107

VE570320

**Dept. Ship To**  
INFORMATION TECHNOLOGY  
1 JOURNAL SQUARE PLAZA, 3RD FL  
JERSEY CITY NJ 07306

**Contact Info**  
robert magro  
015474274.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	CELLULAR SERVICES AND GOODS PHONES, TABLETS, BROADBAND CARDS  YEARLY: \$120,000 (\$10,000/P/MO) INITIAL ENCUMBRANCE: \$25,000  T-216A: WIRELESS DEVICES & SERVICES  SC A82583  ACCT. 985255279-00001  PARTIAL PAYMENT VOUCHERS  SC RESO _____, APPROVED _____	0120131435616	25,000.00	25,000.00

**Requisition Total 25,000.00**

Req. Date: 02/16/2016

Requested By: BOBM

Buyer Id:

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

**This Is Not A Purchase Order**



**New Jersey Division of Revenue**

Revenue NJRGS

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 0757318 FOR VERIZON WIRELESS SERVICES LLC  
IS VALID.**



PO BOX 4003  
ACWORTH, GA 30101

Manage Your Account	Account Number	Date Due
<a href="http://www.verizon.com/myvzwirelessaccount">www.verizon.com/myvzwirelessaccount</a>	985255279-00001	Based On
Change your address at <a href="http://sso.verizonenterprise.com">http://sso.verizonenterprise.com</a>	Invoice Number	9759661403

0000461 5P 2198 07306-400489 -C33-P00481-H

CITY OF JERSEY CITY  
BOB MAGRO  
1 JOURNAL SQUARE PLZ  
PO # 102181  
JERSEY CITY, NJ 07306-4004



### Quick Bill Summary

Dec 29 - Jan 28

Previous Balance <i>(see back for details)</i>	\$28,488.71
No Payment Received	\$0.00
<b>Balance Forward Due Immediately</b>	<b>\$28,488.71</b>
Monthly Charges	\$9,568.32
Usage and Purchase Charges	
Voice	\$8.10
Messaging	\$92.14
Data	\$0.00
Roaming	\$41.68
Equipment Charges	\$3,261.80
Verizon Wireless' Surcharges and Other Charges & Credits	\$276.21
Taxes, Governmental Surcharges & Fees	\$187.20
<b>Total Current Charges Due by February 23, 2016</b>	<b>\$13,435.45</b>

**Total Amount Due \$41,924.16**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from phone	Pay on the Web	Questions:
<a href="http://www.verizon.com/myvzwirelessaccount">www.verizon.com/myvzwirelessaccount</a>	<a href="http://www.verizon.com/myvzwirelessaccount">www.verizon.com/myvzwirelessaccount</a>	<a href="http://www.verizon.com/myvzwirelessaccount">www.verizon.com/myvzwirelessaccount</a>



CITY OF JERSEY CITY  
BOB MAGRO  
1 JOURNAL SQUARE PLZ  
PO # 102181  
JERSEY CITY, NJ 07306-4004

Bill Date January 28, 2016  
Account Number 985255279-00001  
Invoice Number 9759661403

### Total Amount Due

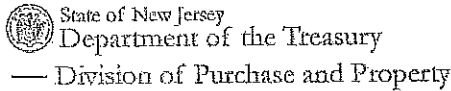
Make check payable to Verizon Wireless.  
Please return this remit slip with payment.

**\$41,924.16**

\$    ,    .

P.O. BOX 408  
NEWARK, NJ 07101-0408

97596614030109852552790000100001343545000041924165



**Notice of Award  
Term Contract(s)**

**T-216A  
WIRELESS DEVICES AND SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to GREGORY BUDDIE

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- [Method of Operation Adobe PDF](#) (23 kb)
- [Price List Links](#) Link

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[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

<b>Index #:</b>	T-216A
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/12 TO: 01/31/17
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

	AT&T MOBILITY ONE AT&T WAY ROOM 2C224E BEDMINISTER, NJ 07921
<b>Contact Person:</b>	FRANK GUZZO
<b>Contact Phone:</b>	732-610-6988
<b>Order Fax:</b>	704-510-6913
<b>Contract#:</b>	82584
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	1 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

<b>Vendor Name &amp; Address:</b>	VERIZON WIRELESS CELLCO PARTNERSHIP ONE VERIZON WAY BASKING RIDGE, NJ 07920
<b>Contact Person:</b>	RICHARD MULLIN
<b>Contact Phone:</b>	215-280-1333
<b>Order Fax:</b>	215-604-6487
<b>Contract#:</b>	82583
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: AMERICAN MESSAGING			Contract Number: 82585		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 725-45-058307 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: NUMERIC PAGER AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE F MODEL: NUMERIC PAGER	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 725-45-058308 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: ALPHANUMERIC PAGER AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE G. MODEL: ALPHANUMERIC PAGER	1.000	LOT	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 725-45-058309 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: TWO-WAY PAGING AS DEFINED IN SECTION 3.3- 3.3.1.2 OF RFP SCHEDULE H. MODEL: TWO-WAY PAGEING	1.000	LOT	NET	N/A
<b>Vendor: AT&amp;T MOBILITY</b>		<b>Contract Number: 82584</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1- 3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5- 3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS DATA NETWORK	1.000	LOT	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	PLAN AS DEFINED SECTION 3.1.7- 3.1.7.5 OF RFP SCHEDULE E.  COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2- 3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.	1.000	LOT	NET	N/A
<b>Vendor:</b> VERIZON WIRELESS CELLCO PARTNERSHIP		<b>Contract Number:</b> 82583			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1- 3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE



		EST QUANTITY	UNIT	% DISCOUNT	
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5- 3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS DATA NETWORK PLAN AS DEFINED SECTION 3.1.7- 3.1.7.5 OF RFP SCHEDULE E.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2- 3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS	1.000	LOT	NET	N/A

MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.				
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**Downloadable RFP Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [NJ Standard Terms and Conditions](#) Adobe PDF (93 kb)
- [RFP TEXT](#) Adobe PDF (731 kb)
- [Attachment # 1 - Schedules A-K and Pricing Configuration Schedules P1 - P9, Maridatory requirement for Bidders to provide its pricing.](#) Adobe PDF (185 kb)
- [NJ Standard RFP Forms](#) Adobe PDF (750 kb)
- [Cooperative Purchase Form](#) Adobe PDF (485 kb)
- [Source Disclosure Certification](#) Adobe PDF (821 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Price Sheet](#) Adobe PDF (55 kb)
- [Addendum # 1 - Responses to eQ&A and Additional Information](#) Adobe PDF (170 kb)
- [Addendum # 2 - Additional Bid Information](#) Adobe PDF (18 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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

City Clerk File No. Res. 16.199

Agenda No. 10.Z.11

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

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

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for Court Reporting Services for the Office of the City Clerk; and

**WHEREAS**, the Division of Purchasing solicited (3) three proposals and received (2) quotes with the lowest responsive and responsible being that from Schulman, Wiegmann & Associates, 216 Stelton Road, Suite C-1, Piscataway, New Jersey 08854 in the total amount of Twenty Four Thousand Nine Hundred Forty Six Dollars (\$24,946.00); and

**WHEREAS**, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; 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 City Clerk 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**, the contract shall be effective as of April 1, 2016 through March 31, 2017; and

**WHEREAS**, funds in the amount of \$5,000.00 are available in City Clerk's Operating Account No. 01-201-20-120-312.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

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

1. A one (1) one year contract effective as of April 1, 2016 in the amount of \$24,946.00 for Court Reporting Services is awarded to Schulman, Wiegmann & Associates and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. 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 and incorporated herein by reference, shall be placed on file with this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget and in the subsequent fiscal year budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in City Clerk's Operating Account No. 01-201-20-120-312.

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-120-312	120316	\$24,946.00	\$5,000.00

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

March 11, 2016  
Date

PF/pv  
3/11/16

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 3.23.16											
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]  
Rblando F. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

**Initiator**

Department/Division	Office of the City Clerk/Council	City Clerk's Office
Name/Title	Irene McNulty	Administrative Secretary
Phone/email	201-547-4847	mcnultyi@cnj.org

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

**Resolution Purpose**

To provide Court Reporting Services, typed transcripts and minuscpts of Municipal Council Meetings.

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

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

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**120316**

THIS VOUCHER MUST APPEAR ON ALL INVOICES,  
 CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0173668**  
 BUYER **P2PRESO**

DATE	VENDOR NO.
03/08/2016	SC489825

**DELIVER TO**  
 CITY CLERK  
 280 GROVE ST.  
 CITY HALL RM 118  
 JERSEY CITY NJ 07302

**VENDOR INFORMATION**

SCHULMAN, WIEGMANN & ASSOC  
 216 STELTON RD, SUITE C-1  
 PISCATAWAY NJ 08854

**BILL TO**  
 CITY CLERK  
 280 GROVE ST.  
 CITY HALL RM 118  
 JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	COURT REPORTING SERVICES FOR JERSEY CITY MUNICIPAL COUNCIL MEETINGS; MOST MEETING ARE IN THE EVENING  COURT REP ATTENDANCE; ORIGINAL & 1 COPY OF TRANSCRIPT, MINUSCRIPT & PDF COPY OF TRANSCRIPTS VIA E-MAIL; REGULAR DELIVERY WITHIN 14 DAYS  TOTAL CONTRACT: \$24,946.00 TEMP ENCUMBRANCE: \$5,000.00  APRIL 2016 - MARCH 2017  PTPRESO _____, APPROVED _____  PARTIAL PAYMENT VOUCHERS	01-201-20-120-312	5,000.0000	5,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total** **5,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**GOODS & SERVICES - NON BIDS**

REQ NO. 173668

PO NO. 120316

DEPT/DIV: CITY CLERK

DESC: COURT REPORTING FOR MUNICIPAL  
COUNCIL

CONTRACT TYPE: PTP RESO / SCHULMAN

**DOCUMENTATION ATTACHED**

X	Requisition
X	PO
X	Fact Sheet <i>Irene 3.8.</i>
X	Val of Cert \$17,500 (PTP only) <i>Irene 3.8</i>
N/A	W9 & New Vendor Forms
X	Quote/Prop/Agmt
X	BRC
N/A	State Contract
	PTP <i>Irene 3.4</i>
	EEO/AA or EIR Cert <i>Irene 3.4</i>
X	Reso/Ordinance (APPROVED BY LAW) <i>RR 3.8</i>
N/A	Approvals (fleet only)

NOTES:

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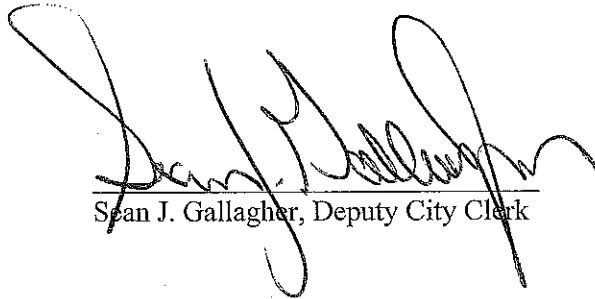
**DETERMINATION OF VALUE CERTIFICATION**

I, Sean J. Gallagher, of full age, hereby certify the following:

1. I am the Deputy City Clerk for the City of Jersey City.
2. The City requires Court Reporting Services during Council Meetings.
3. The City informally solicited quotations for Court Reporting Services.
4. The administration's recommendation is to award a contract to Schulman, Weigmann & Associates.
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.

3/9/16

Date



Sean J. Gallagher, Deputy City Clerk





**New Jersey Division of Revenue**

Revenue NJBGS

**On-Line Business Registration Certificate  
Service**

CERTIFICATE NUMBER 0088444 FOR SCHULMAN, WIEGMANN &  
ASSOCIATES, P.A. IS VALID.

DESCRIPTION:	Unit Price	EXTENDED AMOUNT EQUALS (→) UNIT PRICE MULTIPLIED (X) BY ANNUAL QUANTITY
PROVIDING CERTIFIED SHORTHAND REPORTING SERVICES FOR REGULAR AND SPECIAL COUNCIL MEETINGS WHICH USUALLY OCCUR IN THE EVENING:  BIDDER MUST SUPPLY A COST OF THE FOLLOWING:		
ATTENDANCE FEE PER UNIT OF 4 HOURS (Average of 30 Units per contract year)	\$ <u>345</u> Per Unit X 30 Units per year = A→	A = \$ <u>10,350.00</u>
OVERTIME RATE PER HOUR (UNIT) AFTER BLOCK OF 4 HOURS (Average of 50 Overtime Hours (Units) per contract year)	\$ <u>150</u> Per Unit X 50 Units per year = B→	B = \$ <u>7,500.00</u>
PRICE PER PAGE, 1 ORIGINAL AND 1 COPY EQUALS ONE UNIT, OF TRANSCRIPT DELIVERED WITHIN 14 DAYS (Average of 2,520 Units per contract year)	\$ <u>6.95</u> Per Unit X 2,520 Units per year = C→	C = \$ <u>17,514.00</u>
1 MINUSCRIPT INCLUDING WORD INDEXING PER UNIT (Average of 30 Units per contract year)	\$ _____ Per Unit X 30 Units per year = D→	D = \$ <u>0</u>
TRANSCRIPT IN PDF FORMAT TRANSMITTED VIA E-MAIL (Average of 30 Units per contract year)	\$ _____ Per Unit X 30 Units per year = E→	E = \$ <u>0</u>
SHIPPING CHARGE PER UNIT (Average of 30 Units per contract year)	\$ <u>19</u> Per Unit X 30 Units per year = F→	F = \$ <u>570.00</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F):		\$ <u>35,934.00</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F) IN WORDS: <u>thirtyfive thousand nine hundred thirtyfour and xx/100</u>		

PRICE QUOTES BELOW SHOULD BE COMPLETED BECAUSE THE CITY FROM TIME TO TIME MAY WANT A PARTICULAR TRANSCRIPT TO BE DELIVERED EARLIER THAN FOURTEEN (14) DAYS. THE CITY REQUIRES THAT EACH BIDDER GIVE A PER PAGE PRICE QUOTE FOR TRANSCRIPT DELIVERY WITHIN SEVEN (7) DAYS. AS NOTED, THIS SHORTER DELIVERY QUOTE WILL NOT BE UTILIZED TO CALCULATE THE LOWEST BIDDER. HOWEVER, THE CITY REQUIRES THAT THIS QUOTE REMAINS FIRM FOR THE DURATION OF THIS CONTRACT SHOULD A SHORTER DATE BE REQUIRED.

PRICE PER PAGE (1 ORIGINAL AND 1 COPY) OF TRANSCRIPT DELIVERED WITHIN 7 DAYS, ONLY IF SPECIFICALLY REQUESTED BY THE MUNICIPAL CLERK)	\$ <u>10.50</u>
--	-----------------

COMPANY NAME: ROSENBERG & ASSOCIATES  
 ADDRESS: 425 Eagle Rock Avenue  
Roseland, NJ 07068-1760

PRINTED NAME: Linda Rosenberg  
 Handwritten Signature: [Signature]  
 DATE: 3/7/16

DESCRIPTION:	Unit Price	EXTENDED AMOUNT EQUALS (=) UNIT PRICE MULTIPLIED (X) BY ANNUAL QUANTITY
PROVIDING CERTIFIED SHORTHAND REPORTING SERVICES FOR REGULAR AND SPECIAL COUNCIL MEETINGS <u>WHICH USUALLY OCCUR IN THE EVENING:</u>  BIDDER MUST SUPPLY A COST OF THE FOLLOWING:		
ATTENDANCE FEE PER UNIT OF 4 HOURS (Average of 30 Units per contract year)	\$ <u>25</u> Per Unit X 30 Units per year = A→	A = \$ <u>6750-</u>
OVERTIME RATE PER HOUR (UNIT) AFTER BLOCK OF 4 HOURS (Average of 50 Overtime Hours (Units) per contract year)	\$ <u>50</u> Per Unit X 50 Units per year = B→	B = \$ <u>2500-</u>
PRICE PER PAGE, 1 ORIGINAL AND 1 COPY EQUALS ONE UNIT, OF TRANSCRIPT DELIVERED WITHIN 14 DAYS (Average of 2,520 Units per contract year)	<u>6.05</u> Per Unit X 2,520 Units per year = C→	C = \$ <u>15,246-</u>
1 MINUSCRIPT INCLUDING WORD INDEXING PER UNIT (Average of 30 Units per contract year)	\$ <u>0</u> Per Unit X 30 Units per year = D→	D = \$ <u>0</u>
TRANSCRIPT IN PDF FORMAT TRANSMITTED VIA E-MAIL (Average of 30 Units per contract year)	\$ <u>0</u> Per Unit X 30 Units per year = E→	E = \$ <u>0</u>
SHIPPING CHARGE PER UNIT (Average of 30 Units per contract year)	\$ <u>15.00</u> Per Unit X 30 Units per year = F→	F = \$ <u>450-</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F):		\$ <u>24,946-</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F) IN WORDS: <u>TWENTY-FOUR THOUSAND NINE HUNDRED FORTY-SIX AND ZERO CENTS</u>		

PRICE QUOTES BELOW SHOULD BE COMPLETED BECAUSE THE CITY FROM TIME TO TIME MAY WANT A PARTICULAR TRANSCRIPT TO BE DELIVERED EARLIER THAN FOURTEEN (14) DAYS. THE CITY REQUIRES THAT EACH BIDDER GIVE A PER PAGE PRICE QUOTE FOR TRANSCRIPT DELIVERY WITHIN SEVEN (7) DAYS. AS NOTED, THIS SHORTER DELIVERY QUOTE WILL NOT BE UTILIZED TO CALCULATE THE LOWEST BIDDER. HOWEVER, THE CITY REQUIRES THAT THIS QUOTE REMAINS FIRM FOR THE DURATION OF THIS CONTRACT SHOULD A SHORTER DATE BE REQUIRED.

PRICE PER PAGE (1 ORIGINAL AND 1 COPY) OF TRANSCRIPT DELIVERED WITHIN 7 DAYS, ONLY IF SPECIFICALLY REQUESTED BY THE MUNICIPAL CLERK)	\$ <u>11-</u>
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COMPANY NAME: SCHULMAN, WIEGMANN & ASSOCIATES  
 ADDRESS: CERTIFIED SHORTHAND REPORTERS  
NEW MARKET CROSSINGS  
216 STELTON ROAD, SUITE C-1  
PISCATAWAY, NEW JERSEY 08854

PRINTED NAME: DAVE J. WIEGMANN  
 Handwritten Signature: [Signature]  
 DATE: 3-1-16

<b>DESCRIPTION:</b> <b>PROVIDING CERTIFIED SHORTHAND REPORTING SERVICES FOR REGULAR AND SPECIAL COUNCIL MEETINGS WHICH USUALLY OCCUR IN THE EVENING:</b> <b>BIDDER MUST SUPPLY A COST OF THE FOLLOWING:</b>	Unit Price	<b>EXTENDED AMOUNT EQUALS (=) UNIT PRICE MULTIPLIED (X) BY ANNUAL QUANTITY</b>
ATTENDANCE FEE PER UNIT OF 4 HOURS (Average of 30 Units per contract year)	\$ _____ Per Unit X 30 Units per year = A⇒	A = \$ _____
OVERTIME RATE PER HOUR (UNIT) AFTER BLOCK OF 4 HOURS (Average of 50 Overtime Hours (Units) per contract year)	\$ _____ Per Unit X 50 Units per year = B⇒	B = \$ _____
PRICE PER PAGE, 1 ORIGINAL AND 1 COPY EQUALS ONE UNIT, OF TRANSCRIPT DELIVERED WITHIN 14 DAYS (Average of 2,520 Units per contract year)	\$ _____ Per Unit X 2,520 Units per year = C⇒	C = \$ _____
1 MINUSCRIPT INCLUDING WORD INDEXING PER UNIT (Average of 30 Units per contract year)	\$ _____ Per Unit X 30 Units per year = D⇒	D = \$ _____
TRANSCRIPT IN PDF FORMAT TRANSMITTED VIA E-MAIL (Average of 30 Units per contract year)	\$ _____ Per Unit X 30 Units per year = E⇒	E = \$ _____
SHIPPING CHARGE PER UNIT (Average of 30 Units per contract year)	\$ _____ Per Unit X 30 Units per year = F⇒	F = \$ _____
<b>TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F):</b>		<b>\$ _____</b>
<b>TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F) IN WORDS:</b> _____ _____ _____		

PRICE QUOTES BELOW SHOULD BE COMPLETED BECAUSE THE CITY FROM TIME TO TIME MAY WANT A PARTICULAR TRANSCRIPT TO BE DELIVERED EARLIER THAN FOURTEEN (14) DAYS. THE CITY REQUIRES THAT EACH BIDDER GIVE A PER PAGE PRICE QUOTE FOR TRANSCRIPT DELIVERY WITHIN SEVEN (7) DAYS. AS NOTED, THIS SHORTER DELIVERY QUOTE WILL NOT BE UTILIZED TO CALCULATE THE LOWEST BIDDER. HOWEVER, THE CITY REQUIRES THAT THIS QUOTE REMAINS FIRM FOR THE DURATION OF THIS CONTRACT SHOULD A SHORTER DATE BE REQUIRED.

PRICE PER PAGE (1 ORIGINAL AND 1 COPY) OF TRANSCRIPT DELIVERED WITHIN 7 DAYS, <i>ONLY IF SPECIFICALLY REQUESTED BY THE MUNICIPAL CLERK</i>	\$ _____
--	----------

COMPANY NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Handwritten Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

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court report

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Court Reporting Services	06/30/19	State of Florida	Court Reporters	Documents

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CITY OF JERSEY CITY

Requisition #  
0173668

Assigned PO #

Requisition

Vendor

Dept. Bill To  
CITY CLERK  
280 GROVE ST.  
CITY HALL RM 118  
JERSEY CITY NJ 07302

*RP*  
*2.25*

Dept. Ship To

Contact Info  
IRENE MCNULTY  
2015474847

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	COURT REPORTING SERVICES FOR JERSEY CITY MUNICIPAL COUNCIL MEETINGS FOR A ONE YEAR TERM COMMENCING APRIL 2016 THROUGH MARCH 2017 MOST MEETINGS ARE IN THE EVENING  COURT REPORTER ATTENDANCE; ORIGINAL AND 1 COPY OF TRANSCRIPT, MINUSCRIPT & PDF COPY OF TRANSCRIPT VIA E-MAIL; REGULAR DELIVERY WITHIN 14 DAYS	0120120120312	5,000.00	5,000.00

*116402*

Requisition Total 5,000.00

Req. Date: 02/24/2016  
Requested By: MCNULTYI  
Buyer Id:

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

*Alt. Byrne*

This Is Not A Purchase Order

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

Requisition #

0173668

**Vendor**  
SCHULMAN, WIEGMANN & ASSOC  
216 STELTON RD, SUITE C-1  
PISCATAWAY NJ 08854

**Dept. Bill To**  
CITY CLERK  
280 GROVE ST.  
CITY HALL RM 118  
JERSEY CITY

**Dept. Ship To**  
CITY CLERK  
280 GROVE ST.  
CITY HALL RM 118  
JERSEY CITY NJ 07302

SC489825

**Contact Info**  
IRENE MCNULTY  
015474847.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	COURT REPORTING	0120120120312020	5,000.00	5,000.00

SERVICES FOR JERSEY CITY MUNICIPAL COUNCIL MEETINGS; MOST MEETING ARE IN THE EVENING

COURT REP ATTENDANCE; ORIGINAL & 1 COPY OF TRANSCRIPT, MINUSCRIPT & PDF COPY OF TRANSCRIPTS VIA E-MAIL; REGULAR DELIVERY WITHIN 14 DAYS

TOTAL CONTRACT: \$24,946.00  
TEMP ENCUMBRANCE: \$5,000.00

APRIL 2016 - MARCH 2017

PTPRESO \_\_\_\_\_, APPROVED \_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

Requisition Total 5,000.00

Req. Date: 02/24/2016

Requested By: MCNULTYI

Buyer Id:

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

**This Is Not A Purchase Order**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sanford Insurance Group 210 Bellevue Ave  Upper Montclair NJ 07043	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (973) 783-6600 FAX (A/C No): (973) 783-2904 E-MAIL: ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty Insurance Co of</td> <td>19046</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER C: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Co of	19046	INSURER B: Travelers Indemnity Co.	25658	INSURER C: Charter Oak Fire Insurance Co.	25615	INSURER D:		INSURER E:		INSURER F:
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INSURER C: Charter Oak Fire Insurance Co.	25615														
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Schulman, Wiegmann & Associates 216 Stelton Road Suite C-1 Piscataway NJ 08854															

**COVERAGES**                      **CERTIFICATE NUMBER: 2015-2016 Master**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		680-647M279A-15-42	12/19/2015	12/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		680-647M279A-15-42	12/19/2015	12/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Nonowned Auto \$ <b>Included</b>
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		ISFCUP647M41801542	12/19/2015	12/19/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	IOUB-1B71826-6-15	12/19/2015	12/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions		680-647M279A-15-42	12/19/2015	12/19/2016	Each Wrongful Act Ded \$1000 \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Bruce Sanford/DOF

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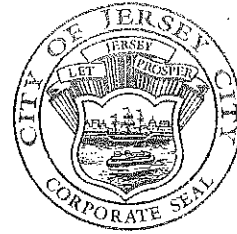
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.200

Agenda No. 10.Z.12

Approved: MAR 23 2016

TITLE:



**RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY AND DONNA MAUER, CHIEF FINANCIAL OFFICER IN THE MATTER OF 247 MANILA AVENUE, LLC, ET AL v. CITY OF JERSEY CITY, ET ALS.**

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 15-174 on March 11, 2015 authorizing a professional services agreement with John Curley, Esq., Harborside Financial Center, 1200 Plaza Ten, Jersey City, NJ 07311 to represent the City of Jersey City and Donna Mauer, Chief Financial Officer in a complaint alleging the executive session was held illegally and challenging Ordinance No. 14-103; and

**WHEREAS**, Corporation Counsel has recommended the appointment of outside counsel to in this matter; 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 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**, John Curley, Esq., possesses the skills and expertise to perform these services; and

**WHEREAS**, special counsel agreed to provide these services at the rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$30,000**; and

**WHEREAS**, the John Curley, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that it 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 John Curley, Esq. from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, John Curley, Esq. 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; and

**WHEREAS**, funds are available for the costs of these services in **Account No: 16-14-298-56-000-856**.

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

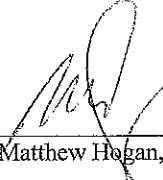
1. The agreement with John Curley, Esq. is hereby authorized for one year, for a total amount not to exceed **\$30,000.00**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

**RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY AND DONNA MAUER, CHIEF FINANCIAL OFFICER IN THE MATTER OF 247 MANILA AVENUE, LLC, ET AL v. CITY OF JERSEY CITY, ET ALS.**

- 3. 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.
- 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 Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
- 6. 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.:15-14-298-56-000-856** for payment of this resolution.

  
 \_\_\_\_\_  
 Matthew Hogan, Risk Manager

sigp  
3/14/15

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

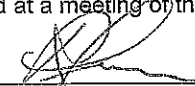
**APPROVED 7-2**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>3.23.16</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL		✓		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION 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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY OF JERSEY CITY AND DONNA MAUER, CHIEF FINANCIAL OFFICER IN THE MATTER OF 247 MANILA AVENUE, LLC, ET AL v. CITY OF JERSEY CITY, ET ALS.**

**Project Manager**

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-6545	jfarrell@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 City continues to defend itself in a matter instituted by 247 Manila Avneue, LLC, et al. Accordingly, the City is reentering into a contract with John Curley, Esq. to provide legal services at \$150.00 an hour for an additional contract amount of \$30,000.00.

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

\$30,000

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

One year

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and John Curley, Esq., Harborside Financial Center, 1200 Plaza Ten, Jersey City, New Jersey 07311, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *247 Manila Avenue, et al. 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 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 \$30,000.

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. 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.

#### **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 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.

**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 attorn 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

\_\_\_\_\_  
Robert Kakoleski  
Business Administrator

WITNESS:

John Curley, Esq.

\_\_\_\_\_  
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 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): John J. Curley

Representative's Signature: \_\_\_\_\_

Name of Company: John J. Curley LLC

Tel. No.: (201) 217-0700

Date: March 9, 2016


**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 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 resulting 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 J. Curley  
 Representative's Signature:   
 Name of Company: John J. Curley LLC  
 Tel. No.: (201) 217-0700 Date: March 9, 2016

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : John J. Curley LLC  
 Address : 1202 Plaza Ten, Harborside Financial Center, Jersey City, NJ 07311  
 Telephone No. : (201) 217-0700  
 Contact Name : John J. Curley

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: John J. Curley LLC

Address: 1202 Plaza Ten, Harborside Financial Center, Jersey City, NJ 07311

Telephone No. : (201) 217-0700

Contact Name: John J. Curley

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 John J. Curley LLC (name of business entity) has not made any reportable contributions in the one one-year period preceding March 9, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract John J. Curley 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: John J. Curley LLC

Signed: [Signature] Title: Sole Member

Print Name: John J. Curley Date: March 9, 2016

Subscribed and sworn before me  
this 9<sup>th</sup> day of March, 2016.  
My Commission expires:

[Signature]  
(Attest)  
Jason M. Henderson Esq.  
(Print name & title of affiant) (Corporate Seal)

Attorney at the state of New Jersey  
019042011

\*\*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-PAID 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-2(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Waterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership Company

Name of Stock or Shareholder	Home Address
John J. Curley	121 Christie Street, Leonia, NJ 07605

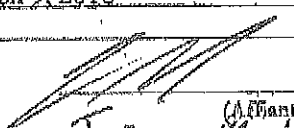
**Part III - Signature and Attestation:**

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: John J. Curley LLC  
 Signed: [Signature] Title: Sole Member  
 Print Name: John J. Curley Date: March 9, 2016

Subscribed and sworn before me this 11<sup>th</sup> day of March, 2016

My Commission expires:

  
Jason M. Hyndman Esq.  
 (Print name & title of affiant) (Corporate Seal)  
 Attorney at the State of New Jersey  
 01/04/2011





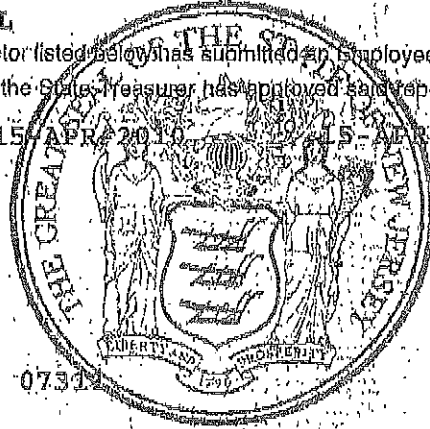
Certification 33905

# 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 2010 - 15 APR 2017



JOHN J. CURLEY LLC  
1202 PLAZA TEN  
JERSEY CITY

NJ 07310

State Treasurer

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

City Clerk File No. Res. 16.201

Agenda No. 10.Z.13

Approved: MAR 23 2016

TITLE:



**RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**  
the following resolution:

offered and moved adoption of

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 15-483 on June 24, 2015 reauthorizing a professional services agreement with the law firm of Hardin, Kundla, McKeon & Poletto, PC, 673 Morris Avenue, P.O. Box 730, Suite 105, Springfield, NJ 07081 as Special Counsel to represent the City of Jersey City in the matter of Liberty Storage, LLC v. City of Jersey City; and

**WHEREAS**, the City of Jersey City acquired by eminent domain property on Linden Avenue for the construction of the new municipal services center; and

**WHEREAS**, the property was contaminated with substances such as chromium requiring environmental remediation of the entire property; and

**WHEREAS**, the City of Jersey City requires the services of an attorney to represent the City in two actions to determine the liability of prior owners of the property for the costs of remediation; and

**WHEREAS**, the law firm of Hardin, Kundla, McKeon & Poletto, PC are qualified to perform these services; and

**WHEREAS**, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$20,000**; and

**WHEREAS**, in September 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

**WHEREAS**, Hardin, Kundla, McKeon & Poletto, PC Submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, the law firm of Hardin, Kundla, McKeon & Poletto, PC have 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 Hardin, Kundla, McKeon & Poletto, PC from making any reportable contributions during the term of the contract; and

**WHEREAS**, Hardin, Kundla, McKeon & Poletto, PC have submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, in addition Hardin, Kundla, McKeon & Poletto, PC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

City Clerk File No. Res. 16 201

Agenda No. 10-2-13 MAR 23 2016

TITLE:

**RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTERS ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, funds are available for the costs of these services in **Account No: 04-226-55-000-039.**

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

1. An agreement is awarded to the law firm of Hardin, Kundla, McKeon & Poletto to represent the City of Jersey City in the matter of Liberty Storage, LLC v. City of Jersey City for a total amount not to exceed **\$20,000.**
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 04-226-55-000-039** for payment of this resolution. *PO 120527*

  
\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

igp  
3/14/16

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

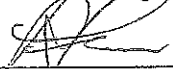
**APPROVED 9-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION 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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HARDIN, KUNDLA, MCKEON & POLETTO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTERS ENTITLED LIBERTY STORAGE, LLC V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@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 continues to litigate against Liberty Storage, LLC. Accordingly, the City is reentering into a contract with Hardin, Kundla, McKeon & Poletto to provide legal services at \$150.00 an hour for an additional contract amount of \$20,000.00.

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

\$20,000

**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

Date



## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Hardin, Kundla, McKeon & Poletto, 673 Morris Avenue, P.O. Box 730, Springfield, New Jersey 07081, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *City of Jersey City v. Liberty Storage, LLC*.

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

- (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 \$20,000.

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. 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.

#### **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 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.

**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 attorn 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**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**Hardin, Kundla, McKeon & Poletto**

\_\_\_\_\_  
**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: \_\_\_\_\_

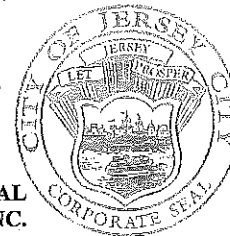


# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.202

Agenda No. 10.Z.14

Approved: MAR 23 2016



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO ARCADIS U.S., INC. (ARCADIS) TO PERFORM A REMEDIAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING**

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

**WHEREAS**, the City of Jersey City (City) took possession of the PJP Landfill Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010 ; and

**WHEREAS**, the PJP Landfill Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites. The Site environmental condition investigation must be completed the delete the Site from the NPL; and

**WHEREAS**, the PJP Check Cashing Site (Project No. 12-009) is a portion of the PJP Landfill Site; and

**WHEREAS**, ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) has previously performed a limited environmental investigation (Resolution No. 12-342), a Preliminary Assessment and a Site Investigation (Resolution No. 15-023) of the PJP Check Cashing Site for the City; and

**WHEREAS**, to be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the Site from NPL, the City requires the professional services of an environmental and engineering firm to perform a Remedial Investigation, the next phase of contaminated site remediation; and

**WHEREAS**, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in April 2015, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, ARCADIS submitted a Qualification Statement in response to the City's 2015 RFQ; and

**WHEREAS**, ARCADIS is a pre-qualified environmental and engineering firm that provides environmental and civil engineering services for projects, such as the investigation for the PJP Check Cashing Site; and

**WHEREAS**, in response to the City's request for a proposal, ARCADIS submitted the attached proposal dated March 16, 2016 in the amount of Three Hundred and Twenty Three Thousand Dollars (\$323,000.00); and

**WHEREAS**, the total contract amount for professional environmental and engineering services to conduct further environmental investigation, Project No. 12-009, shall be for a sum not to exceed Three Hundred and Twenty Three Thousand Dollars (\$323,000.00); and

**WHEREAS**, funding in the amount of Three Hundred and Twenty Three Thousand Dollars (\$323,000.00) is available for this expenditure from:

Account No. 04-215-55-949-990 Requisition #0173964 P.O. # 120529 Amount \$323,000.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; and

**WHEREAS**, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, ARCADIS has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO ARCADIS U.S., INC. (ARCADIS) TO PERFORM A REMEDIAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING**

**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, in substantially the form of the attached, with ARCADIS, to provide environmental and engineering services for a total contract amount not to exceed Three Hundred and Twenty Three Thousand Dollars (\$323,000.00);
2. The term of the contract shall be twelve (12) months with a final completion date of March 31, 2017;
3. This Agreement 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);
4. 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 10 days of its adoption;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;
6. 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.; 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, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Account No. 04-215-55-949-990 Requisition #0173964 P.O. # 120529 Amount \$323,000.00

APPROVED: Jose R. Cunha  
 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 3.23.16											
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]  
 Rafaelo R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO ARCADIS U.S., INC. (ARCADIS) TO PERFORM A REMEDIAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING**

**Project Manager**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@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 be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the PJP Landfill Site from the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites, the City requires the professional services of an environmental and engineering firm to perform a Remedial Investigation on the PJP Check Cashing Site, Project No. 12-009, which is a portion of the greater PJP Landfill Site.

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

04-215-55-949-990 : \$323,000.00

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

Twelve (12) months

Type of award Fair and Open

If "Other Exception", enter type

**Additional Information**

The implementation of this resolution amendment will comply with NJDEP requirements and aid in the City's efforts to remove the Site from the NPL.

I certify that all the facts presented herein are accurate.

Jose R. Curba  
Signature of Municipal Engineer

3/16/16  
Date



**CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING,  
TRAFFIC AND TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX  
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305  
P: 201 547-4411 |**



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE :** March 16, 2015  
**TO :** Rolando L. Lavarro Jr., Council President and Council Members  
**FROM :** Jose R. Cunha, Municipal Engineer  
**SUBJECT :** Remedial Investigation for PJP Check Cashing Site  
 The City of Jersey City, Project No. 12-009  
 Resolution to Award Professional Services Agreement with Arcadis - U.S., Inc.

To be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the PJP Landfill Site from the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites, the City requires the professional services of an environmental and engineering firm to perform a Remedial Investigation on the PJP Check Cashing Site, Project No. 12-009, which is a portion of the greater PJP Landfill Site.


Arcadis - U.S., Inc. previously completed a Preliminary Assessment and Site Investigation for the PJP Check Cashing Site on behalf of the City. The City, as the owner of the Site, is now required by NJDEP and the United States Environmental Protection Agency (USEPA) to conduct a Remedial Investigation.

In response to the City's request for proposal for the Remedial Investigation, Arcadis - U.S., Inc. submitted the attached proposal dated March 16, 2016 in the amount of Three Hundred and Twenty Three Thousand Dollars (\$323,000.00).

Following are the sources of funding for this project:

- |                                  |              |
|----------------------------------|--------------|
| 1. Account No. 04-215-55-949-990 | \$323,000.00 |
|----------------------------------|--------------|

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to ARCADIS - U.S., Inc. with the amount of Three Hundred and Twenty Three Thousand Dollars (\$323,000.00) or the subject project. Also attached is a narrative of the PJP Landfill Site's history and the City's necessary steps toward PJP Landfill's deletion from the NPL and ultimate redevelopment into a passive public park.

  
 \_\_\_\_\_  
 Jose R. Cunha  
 Municipal Engineer

# AGREEMENT

Agreement made this            day of            , 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and ARCADIS U.S., INC. (ARCADIS), 17-17 Route 208 North, Fair Lawn, NJ 07410, hereinafter referred to as CONSULTANT.

**WHEREAS**, the City of Jersey City (City) took possession of the PJP Check Cashing Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010 ; and

**WHEREAS**, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites. The Site environmental condition investigation must be completed prior to being deleted from the NPL; and

**WHEREAS**, ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) has previously performed a limited environmental investigation (Resolution No. 12-342), a Preliminary Assessment and a Site Investigation (Resolution No. 15-023) of the PJP Check Cashing Site (Project No. 12-009) for the City; and

**WHEREAS**, to be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the Site from NPL, the City requires the professional services of an environmental and engineering firm to perform a Remedial Investigation, the next phase of contaminated site remediation; and

**WHEREAS**, in response to the City's request for a proposal, ARCADIS submitted the attached proposal dated March 16, 2016 in the amount of Three Hundred and Twenty Three Thousand Dollars (\$323,000.00); and

WHEREAS, this Agreement was authorized by Résolution \_\_\_\_\_ approved on \_\_\_\_\_, 2016.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**ARTICLE I**

**Purpose of Agreement**

The purpose of this agreement is for CONSULTANT to provide the CITY with services to perform a Remedial Investigation for PJP Check Cashing Site, Project No. 12-009.

**ARTICLE II**

**Scope of Services**

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated March 16, 2016 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

### **ARTICLE III**

#### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### **ARTICLE IV**

#### **Compensation and Payment**

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal

dated March 16, 2016 in the amount of Three Hundred and Twenty Three Thousand Dollars (\$323,000.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage



C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. E15-005.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## ARTICLE VI

### Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

## ARTICLE VII

### Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project.

If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## ARTICLE VIII

### Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## ARTICLE IX

### Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

## **ARTICLE X**

### **Nondiscrimination**

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## **ARTICLE XI**

### **Compliance With Equal Employment Opportunity/Affirmative Action Plan**

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal

Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT 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:

- A. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- B. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- C. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

### ARTICLE XIII

#### Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

### ARTICLE XIV

#### Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

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

Before final payment on the contract is made by the contracting agency, the CONSULTANT 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 CONSULTANT and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) 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.

## **ARTICLE XVI**

### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## **ARTICLE XVII**

### **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 CONSULTANT either did not



retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

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

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

**ATTEST:**

**ARCADIS U.S., INC.**

\_\_\_\_\_

BY: \_\_\_\_\_  
Gerard M. Spiesbach  
Associate Vice President

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervisory Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager

3/16/2016

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

City Clerk File No. Res. 16-203

Agenda No. 10.7.15

Approved: MAR 23 2016

TITLE:



## RESOLUTION URGING THE STATE GOVERNMENT TO ENACT LEGISLATION WAIVING CERTAIN FEES FOR HOMELESS INDIVIDUALS

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

**WHEREAS**, any New Jersey resident 14 years of age and older with a disability can apply for a non-driver ID, issued solely for the purpose of providing identification, at the cost of \$24 plus an additional \$6 photo fee; and,

**WHEREAS**, a state-issued photo ID is required for many purposes including applications for employment, housing, state assistance programs, and access to certain locations including hospitals and some government buildings; and,

**WHEREAS**, similarly, to obtain a copy of one's birth certificate, an individual must pay a \$25 fee, plus an additional \$12 shipping fee; and,

**WHEREAS**, birth certificates can be used to obtain other important forms of identification, including non-driver ID cards, and may also be required by employers, social welfare agencies, and housing authorities as a condition of access; and

**WHEREAS**, the cost associated with obtaining a non-driver ID card and a copy of one's birth certificate is exorbitant for individuals with no income, in particular those who are homeless and require an official form of ID to get access to essential services including housing, food, and monetary assistance; and,

**WHEREAS**, Assemblyman Raj Mukherji has introduced bills A2106 and A2107 which would waive these fees for homeless individuals residing in the state of New Jersey.

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

1. The members of the Municipal Council support the legislative intent of bills A2106 and A2107;
2. Copies of this resolution will be sent to the offices of Governor Christopher Christie, the members of Jersey's legislative delegation, Assembly Speaker Vincent Prieto and Senate President Steven Sweeney.

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION 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 URGING THE STATE GOVERNMENT TO ENACT LEGISLATION WAIVING CERTAIN FEES FOR HOMELESS INDIVIDUALS**

**Initiator**

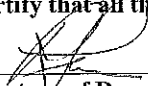
Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@cnj.org

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

**Resolution Purpose**

This resolution urges NJ State Lawmakers to pass legislation that would waive fees for non-driver ID cards and copies of birth certificates for homeless individuals.

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

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

March 17, 2016  
**Date**

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

City Clerk File No. Res. 16.204

Agenda No. 10.Z.16

Approved: MAR 23 2016



TITLE:

**RESOLUTION APPOINTING KALIMAH H. AHMAD, ESQ. AS A PART-TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT**

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

**WHEREAS**, Judge Frank Babcock, submitted a resignation letter dated January 29, 2016; and

**WHEREAS**, Pursuant to N.J.S.A. 2B:12-4(b), the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council that he has appointed Kalimah H. Ahmad, Esq., as a part-time Judge of the Municipal Court; and

**WHEREAS**, Kalimah H. Ahmad, Esq. is well qualified to serve as a part-time Judge in the Jersey City Municipal Court; and

**WHEREAS**, pursuant to N.J.S.A. 2B:12-4(a) in an event of a vacancy the subsequent appointment shall be made for the remainder of the unexpired term only; and

**WHEREAS**, the appointment requires the advise and consent of the Municipal Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of Kalimah H. Ahmad, Esq. as a part-time Judge of the Municipal Court of the City of Jersey City to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).

1. The appointment of Kalimah H. Ahmad, Esq. as a part-time Judge of the Municipal Court of the City of Jersey City to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).
2. The appointment of Kalimah H. Ahmad, Esq. as a part-time Judge, be and is hereby approved to commence on the adoption of the within resolution and to expire on December 17, 2016.

mp

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 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

Resolution Appointing Kalimah H. Ahmad as a Part Time Judge of the Jersey City Municipal Court

**Initiator**

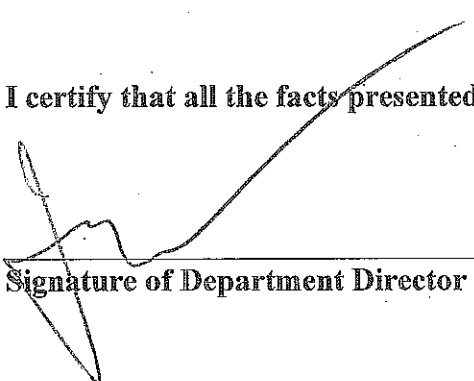
Department/Division	Mayor's Office	By Jeremy Farrell
Name/Title	Steven M. Fulop, Mayor	Corporation Counsel
Phone/email	X4667	X4667

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

**Resolution Purpose**

Appointment of Kalimah H. Ahmad as a part time municipal judge replacing Judge Frank Babcock.

I certify that all the facts presented herein are accurate.

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

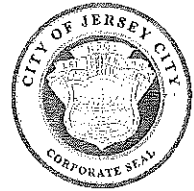
3/17/2016  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

March 17, 2016

Council President and  
Members of the Municipal Council  
280 Grove Street  
Jersey City, N.J. 07302

Report of Director  
8.b  
Meeting 03.23.16

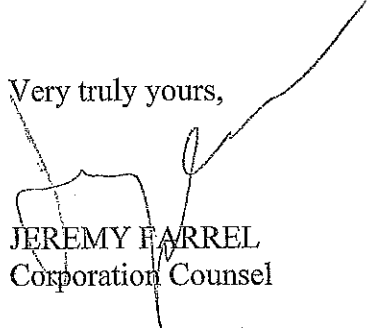
**RE: Appointment of Kalimah H. Ahmad as Part-Time Municipal Court Judge**

Dear Council President and Council Members:

There are certain judicial vacancies at the Jersey City Municipal Court. These vacancies require an appointment and designation by the Mayor, and the advice and consent of the Municipal Council. Mayor Steven M. Fulop desires to appoint Kalimah H. Ahmad as a part-time judge to fill the vacancy of Judge Frank Babcock of the Municipal Court. The Mayor believes the candidate is well qualified to assume these duties. Enclosed is the resume of Ms. Kalimah H. Ahmad.

It is the Mayor's intention to have the resolution requesting your consent to this appointment and designation on the agenda of the March 23, 2016 Council meeting.

Very truly yours,

  
JEREMY FARRELL  
Corporation Counsel

JF/mp  
Attachments

cc: Steven M. Fulop, Mayor  
Mark Albiez, Chief of Staff

## KALIMAH H. AHMAD, ESQ.

**Education:** **Seton Hall School of Law**, Newark, New Jersey  
Juris Doctorate, May 2005  
Honors: Hudson County Bar Association Scholarship, 2002, 2003, 2004

**Montclair State University**, Montclair, New Jersey  
Bachelor of Arts, English, May 1998 (Teacher Certification)  
Honors: Deans List Graduate, 1998

**James J. Ferris High School**, Jersey City, New Jersey, High School Diploma, 1993  
Achievements: Senior Class President 1993

**Experience:** **Law Office of Kalimah H. Ahmad**, Jersey City, NJ  
*Owner/Attorney, Sept. 2009 – Present*  
Owner and attorney of private firm specializing in Entertainment, Civil Rights, Employment, and Workers Compensation. Extensive experience representing government/public agencies as well as individual client's rights.

**The County of Hudson, Department of Corrections**  
*Legal Advisor, June 2012 – Present*  
Oversee Corrections personnel department regarding all aspects of employee relations for over 300 corrections officers and civilian staff. Review legal documents and contracts and work directly with Director of Corrections to provide legal advice and guidance in corrections matters.

**The County of Hudson, Law Department**, Jersey City, NJ  
*Assistant County Counsel, Sept. 2009 – Present*  
Provide legal representation on behalf of the County in litigation matters and employee disciplinary proceedings.

**City of Jersey City**, Jersey City, NJ  
*Councilwoman-at-Large, Appointed: Feb. 2011 – Nov. 2011*  
Councilwoman-at-Large in the 2<sup>nd</sup> largest city in the State of New Jersey.

**Hunt, Hamlin & Ridley**, Newark, New Jersey  
*Associate Attorney - June 2005 – Sept 2009.*  
Conduct trials, hearings, depositions and motions on behalf of clients. Prepare pleadings, interrogatories, and depositions in preparation for trials and settlement conferences. Draft, analyze and negotiate contracts for redevelopment deals, entertainment agreements and teacher/union negotiations. Draft memoranda, conduct research and perform administrative tasks. Supervise administrative staff. (*Law Clerk - 12/2003 – 6/2005*)

**The County of Hudson Board of Chosen Freeholders**, Jersey City, NJ  
*Chief of Staff to the Chairman of the Freeholders Board, Jan. 2008 – January 2009*  
Responsibilities included assisting the Chairman of Freeholders Board in all duties involved with County Freeholders Board and oversight of all County departments and services. Attend Freeholder Board meetings and review all agenda items, including, development contracts, requests for proposals, employment negotiations/contracts and funding from local, state and federal agencies.

**Honorable Shirley Tolentino**, Superior Court of New Jersey, Jersey City, NJ  
*Judicial Internship – March 2003 to December 2003*  
Synthesized pre-sentencing and early release reports and provided recommendations in memoranda for final decision. Researched legal issues concerning various topics including The No Early Release Act and prisoner's rights. Observed courtroom proceedings and oral argument.

**Buchanan Ingersoll PC**, New York, New York  
*Legal Assistant/Paralegal – June 2002 – September 2003*



Drafted and filed pleadings for tax-lien foreclosure litigation. Calculated and negotiated payoffs and settlements. Performed legal research and prepared responsive pleadings to motions. Maintained judicial calendar and daily billing. Conducted foreclosure auctions and closings.

**Urbanworld Films (Sony Films), New York, New York**  
*Intern to Business Affairs Attorney, March 2002 – May 2002*

Assisted in legal matters relating to the distribution of films, including securing rights, negotiating agreements and proofing soundtracks. Secured and analyzed, Contracts, Chain of Title Documentation, SAG Agreements, Copyright Documentation, MPAA Ratings Certificates and all other legal correspondence.

**Merrill Lynch, Newark, New Jersey**  
*Client Associate –February, 2000 – May, 2000*

Assisted Senior Vice President in all clerical and private client services. Provided financial support, information and transactions to over 400 private clients. Researched stocks, bonds and mutual funds. *Intern (2/1995-2/2000)*

**Housing Authority, Jersey City, New Jersey**  
*Youth Opportunities Coordinator – September 1999 – February 2000*

Supervised, monitored and secured grants for after school and summer programs at nine low-income housing sites for disadvantaged youth. Hired, supervised and trained 26 staff members. Maintained partnerships with Board of Education, Hudson County Boys Club and Jersey City Police Department. *Award for Outstanding Service to the Youth of Public Housing (1997)*  
*(Intern - 6/94 – 9/99)*

**Memberships:** Garden State Bar Association, *Board of Directors-Regional Director, 2009-2011*  
New Jersey State Bar Association, *Member, 2007- Present*  
Educational Arts Team, Inc (E.A.T.), *Board of Directors-2007-Present*  
Leukemia/Lymphoma Society (LLS, Northern NJ), *Triathlete, June 2009*  
Association of Black Women Lawyers of New Jersey (ABWL-NJ), *Member - 2005-Present*  
Women in Entertainment Empowerment Network (WEEN), *Member 2005-2009*  
Black Entertainment and Sports Law Association (BESLA), *Member*

**References Available Upon Request**

FRANK C. BABCOCK  
Attorney at Law  
910 Bergen Avenue, Suite 207  
Jersey City, New Jersey 07306  
(201) 798-7738  
Telecopier  
(201) 798-0409

January 29, 2016

Honorable Carlo Abad, Presiding Judge  
Jersey City Municipal Court  
Summit Avenue, Jersey City New Jersey 07305

Re: Letter of Resignation effective February 1, 2016

Dear Judge Abad,

I am with great sadness advising Your Honor that effective February 1, 2016 I will no longer be able to be a municipal judge for the Great City of Jersey City. As I had advised you, I have recently obtained custody of my daughter. In order that she is able to finish her high school education at her school I will have to relocate and will be residing in Andover Township, New Jersey with my daughter. Being a night court judge makes it impractical to be able to provide proper care to my daughter, not to mention the proper and necessary requirement of having to live in Jersey City as a condition of being allowed to serve as a judge.

I would like to thank the Mayor and City Council for the opportunity to serve for the past approximate eight years as a judge. I truly loved working for the public as I have always felt I was there for the public to serve them and not the other way around. I was never more important than those that appeared in front of me. I hope my time as a judge reflected this. I am also thankful to you, the other judges, and staff. I felt as if everyone were family, not just co-workers. I also am thankful for the guidance of Judge Bariso, Judge Carpenter and the retired Judge Gallipoli. I could always turn to anyone of these fine men for guidance when needed. My staff always looked out for me. Fran and Roberto were without question the two best people a judge could ask for to make sure I did not miss anything.

Finally I would like to thank all those that have appeared in front of me. Only on the rarest of occasion did I have a problem with a case. The prosecutors were always respectful of the defendants, other attorneys and court staff and worked extremely hard, were always on time. The police were always courteous and

professional and went the extra distance in aiding the calendar to move along at a good speed. The attorneys were equally respectful, always arriving on time and represented their clients well.

While I feel a great loss, I also do feel a new opportunity has arisen. I will be able to spend more time with my child. I will be there evenings and look forward to the "adventure" this situation presents.

So with that being said, I wish you all the best both personally and professionally. I look forward to seeing you in the future. This City is in good hands with you and the other Judges being there. Again, thank you.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Frank C. Babcock".

Frank C. Babcock, JMC

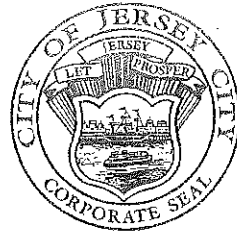
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.205

Agenda No. 10.Z.17

Approved: MAR 23 2016

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A PROGRAMMATIC AGREEMENT WITH THE NEW JERSEY STATE HISTORICAL PRESERVATION OFFICE TO IMPLEMENT THE REVIEW PROCEDURES UNDER THE NATIONAL HISTORIC PRESERVATION ACT 16 U.S.C. 470(f)**

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

**WHEREAS**, the City of Jersey City (City) proposes to administer, Community Development Block Grant, HOME Investment Partnerships Program, Emergency Shelter Grant, Housing Opportunities for Persons with AIDS, Neighborhood Stabilization Program, Community Development Block Grant – Recovery Grant, (“Grant Programs”) all funded by the U.S. Department of Housing and Urban Development (HUD) Act of 1974, under Title I of the Housing and Community Development Act of 1974, and awarded by the City of Jersey City; and

**WHEREAS**, the City has conducted the *Jersey City Historic Sites Survey* completed in 1985 (“Survey”); and

**WHEREAS**, many individual properties and several historic districts in Jersey City have been listed in the New Jersey and National Registers of Historic Places; and

**WHEREAS**, the City has determined that the Grant Programs may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the New Jersey State Historic Preservation Officer (SHPO) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act; (16 U.S.C. 470f), [and Section 110 (f) of the same Act (16 U.S.C. 470h-2 (f))];

**WHEREAS**, previously, Section 106 review of the Grant Programs listed herein was conducted by the SHPO;

**WHEREAS**, the City has determined that allowing the City’s Historical Preservation Office to review projects affecting historical landmarks and resources will significantly reduce the review time required to approve such projects;

**WHEREAS**, the Business Administrator and the Director of the City’s Department of Community Development have reviewed the proposed Programmatic Agreement and have recommended that it be approved;


TITLE:

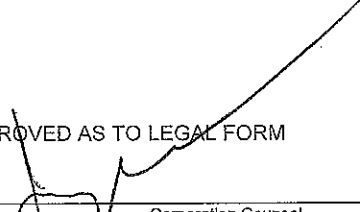
**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A PROGRAMMATIC AGREEMENT WITH THE NEW JERSEY STATE HISTORICAL PRESERVATION OFFICE TO IMPLEMENT THE REVIEW PROCEDURES UNDER THE NATIONAL HISTORIC PRESERVATION ACT 16 U.S.C. 470(f)**

NOW, THEREFORE, the City, and the SHPO agree that the program shall be administered in accordance with the Section 106 review requirements for all individual undertakings of the program.

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

1. The Mayor is hereby authorized to accept and execute the Programmatic Agreement between The City of Jersey City and The New Jersey State Historic Preservation Office.
2. Subject to review and approval by the Corporation Counsel, the Mayor is hereby authorized to execute such documents deemed necessary to secure historic preservation under the City's Programmatic Agreement between The City and State Historic Preservation Office. The terms and conditions of the aforementioned document may be negotiated by the Division of Community Development and shall be in accordance with all applicable laws, rules and regulations.

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

APPROVED AS TO LEGAL FORM  
  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

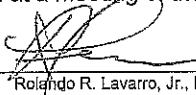
APPROVED 9-0

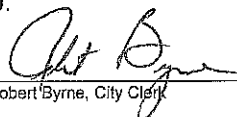
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
RAMCHAL	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			COLEMAN	/			LAVARRO, PRES.	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A PROGRAMMATIC AGREEMENT WITH THE NEW JERSEY STATE HISTORICAL PRESERVATION OFFICE TO IMPLEMENT THE REVIEW PROCEDURES UNDER THE NATIONAL HISTORIC PRESERVATION ACT 16 U.S.C.470(f)

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla <i>CG</i>	Director
Phone/email	201-547-5304	Cgandulla@jcnj.org

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

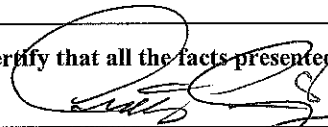
**Resolution Purpose**

The City of Jersey City receives a number of federally funded grants every year from the U.S. Department of Housing and Urban Development (HUD). In order for the grant funds to be released a review of the potential effects a proposed project may have on the surrounding community is required by federal law.

One aspect of the environmental review process entails State Historic Preservation Office (SHPO) review of project which may affect historic resources and landmarks in the City of Jersey City. The SHPO generally reviews proposals for their consistency with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Resources. If and only when a project conforms to these standards and guidelines may funding be released.

The programmatic agreement between the City and SHPO allows for most projects to be reviewed in house by the Jersey City Historic Preservation Officer. This agreement will considerably reduce the time formerly taken to complete the environmental review process so that projects may be funded in a more expeditious manner.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/22/16  
Date