

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

City Clerk File No. Res. 17-287

Agenda No. 10.A.

Approved: APR 12 2017

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 2017 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 2017 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,

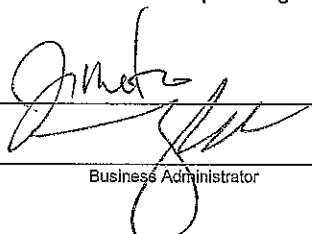
WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2017 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$ 287,860,494.

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;

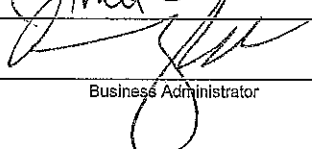
1. An emergency temporary appropriation is hereby created for:

ACCT.	ITEM	FROM:	TO:
20-117	Health Benefits- OE	\$1,150	\$2,150
23-210	Insurance All-Depts.	\$5,000,000	\$7,500,000
20-170	HEDC-Director's Office- OE	\$2,405	\$5,805
22-197	Commerce OE	\$4,958	\$6,708
22-171	Economic Development	\$4,212	\$4,612
31-433	Office Services	\$784,380	\$884,380
GRANT	Drunk Driving Enforcement Fund	\$0	\$14,625
GRANT	CSBG	\$0	\$529,955
	<b>Total Increase:</b>		<b>\$3,151,130</b>

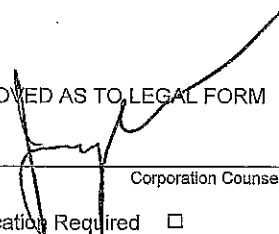
2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2017 Municipal Budget.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator



Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
APPROPRIATION**

**Initiator**

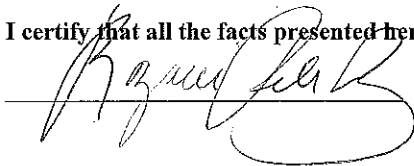
Department/Division	ADMINISTRATION	BUDGET
Name:	Rozani Pelc	
Phone/email	201-547-4964	PelcR@jcnj.org

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

**Resolution Purpose**

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

I certify that all the facts presented herein are accurate.



April 5, 2017

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

City Clerk File No. Res. 17-288  
 Agenda No. 10.B.  
 Approved: APR 12 2017



TITLE:

**RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR OPEN SPACE, RECREATION AND HISTORIC PRESERVATION, PURSUANT TO N.J.S.A. 40:12-15.7**

COUNCIL offered and moved  
 adoption of the following resolution:

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

WHEREAS, N.J.S.A. 40:12-15.7 provides for the receipt of a Municipal Open Space, Recreation and Historic Preservation Trust Fund levy by the municipality to provide for the operating costs to administer this act; and,

WHEREAS, a referendum was approved by the residents of the City of Jersey City and Ordinance 17-026 which was finally adopted on March 22, 2017 approved this referendum; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Municipal Open Space, Recreation and Historic Preservation Trust Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Jersey City, County of Hudson, State of New Jersey as follows:

1. The Governing Body hereby requests permission of the Director of the Division of Local Government Services to pay expenditures for Municipal Open Space, Recreation and Historic Preservation Trust Fund created in accordance with the provisions of N.J.S.A. 40:12-15.7 as per N.J.S.A. 40A:4-39; and.
2. The Municipal Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM [Signature]  
 Corporation Counsel  
 Certification Required   
 Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4-12-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR OPEN SPACE, RECREATION AND HISTORIC PRESERVATION, PURSUANT TO N.J.S.A. 40:12-15.7**

**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 City to set up an open space, recreation and historic preservation trust fund. The monies received from the collection of the open space, recreation and historic preservation levy will be deposited into this fund and used exclusively to pay for expenditures in accordance with N.J.S.A. 40:12-15.7.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

4/3/17  
Date



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

City Clerk File No. Res. 17-289

Agenda No. 10.C.

Approved: APR 12 2017

TITLE: **RESOLUTION ESTABLISHING THE 2017 OPEN SPACE RECREATION AND HISTORIC PRESERVATION TRUST TAX RATE**



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

**WHEREAS**, a referendum was approved by the residents of the City of Jersey City (City) in November 2016 to establish a Municipal Open Space Recreation and Historic Preservation Trust Fund (Trust Fund); and

**WHEREAS**, the referendum approved by the City permits funding for the Trust Fund through an annual tax not to exceed two cents (\$0.02) per one hundred (\$100) dollars of total municipal assessed real property valuation; and

**WHEREAS**, the referendum was finally adopted via City Ordinance 17-026 on March 22, 2017; and

**WHEREAS**, for the year 2017, the City has determined that the tax levy shall be one cent (\$0.01) per one hundred dollars (\$100) of assessed valuation.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the 2017 Municipal Open Space Recreation and Historic Preservation Trust Fund tax levy shall be one cent (\$0.01) per one hundred dollars (\$100) of assessed valuation.

BD  
03/31/17

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMANN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
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 ESTABLISHING THE 2017 OPEN SPACE RECREATION AND HISTORIC PRESERVATION TRUST TAX RATE**

**Initiator**

Department/Division	Business Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-5147	RJKakoleski@icnj.org

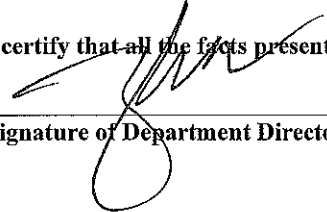
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Resolution making the 2017 Municipal Open Space Recreation and Historic Preservation Trust Fund tax levy one cent (\$0.01) per one hundred dollars (\$100) of assessed valuation.

I certify that all the facts presented herein are accurate.

Signature of Department Director



Date

3/31/17

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

City Clerk File No. Res. 17-290

Agenda No. 10.D.

Approved: APR 12 2017

TITLE:



## RESOLUTION APPOINTING JOHN A. CARPENA AS A MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated March 29, 2017 that he has appointed **John A Carpena**, of 17 Emory Street, Jersey City, New Jersey, 07304, to serve as a member of the **Jersey City Rent Leveling Board**, replacing Henry Norford, who has resigned, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2020.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **John A. Carpena** as a member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



Report of Directors  
8.c  
Meeting 04.12.2017

March 29, 2017

CITY OF JERSEY CITY  
STEVEN M. FULOP, MAYOR

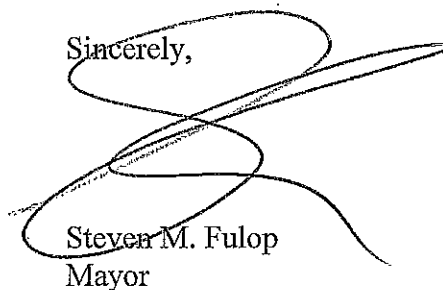
President and Members of the Municipal Council  
City Of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have appointed **John A. Carpena**, of 17 Emory Street, Jersey City, New Jersey, 07304, to serve as a **Member of the Jersey City Rent Leveling Board**, replacing Henry Norford, who has resigned. Mr. Carpena's term will commence upon the adoption of the resolution and expire on January 20, 2020.

I respectfully request your advice and consent to this appointment.

Sincerely,



Steven M. Fulop  
Mayor

OFFICE OF THE MAYOR  
CITY HALL  
280 GROVE STREET  
JERSEY CITY, NJ 07302

P: 201 547 5200  
F: 201 547 5442

cc: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Charles Odei, Rent Leveling Board  
Mark Albiez, Chief of Staff, Mayor's Office  
Nancy Warlikowski, Mayor's Office  
John A. Carpena

**CITY OF JERSEY CITY**  
**Office of the City Clerk**  
280 Grove Street  
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk  
Sean J. Gallagher, R.M.C., Deputy City Clerk  
Irene G. McNulty, R.M.C., Deputy City Clerk



Telephone: (201) 547-5150  
Fax: (201) 547-5451

**APPLICATION FOR MUNICIPAL PUBLIC SERVICE**

Date: 3-24-2017

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) WENT LEVELING BOARD
- b) \_\_\_\_\_
- c) \_\_\_\_\_

Name: JOHN A. CARPENA

Address of Residence: 17 EMORY ST. J.C. N.J. 07304

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Education related to the authorities, boards or commissions of choice:

ASSOCIATE DEGREE INDUSTRIAL ENGINEERING

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

INDUSTRIAL ENG. MANAGEMENT, PROJECT PLANNING

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

N/A

Signature: [Handwritten Signature]

John A Carpena  
17 Emory Street  
Jersey City N.J.07304

Born in Aibonito Puerto Rico,February 17,1944.

Raised and educated through grammar school at St.Peters Parochial School,Jersey City N.J.

Attended Mt.Vernon Academy,Annandale Va.Graduated May 1961

Joined U.S Army.While in the armed forces,obtained an Associates Degree in Industrial Engineering and the rank of Chief Warrant Officer,3<sup>rd</sup> Degree.

Honorably discharged in 1965.

1965 to 2001-Worked in various management positions mostly in the manufacturing fields.

2001-Present-Permanently retired due to visual impairment.Have been doing social and civic work and working with people with disabilities,finding proper housing,medical benefits,energy issues,transportation,etc.

Also have worked in various political campaigns at different capacities,since 1999.

I would love to work for the City of Jersey City,at a department where I would have more exposure and be able to reach out and help more seniors and people with disabilities.

Thank you;

Yours truly

John A Carpena

Henry Norford  
459 Mercer Street, Jersey City, NJ 07305

Robert Byrne, City Clerk  
Clerk's Office  
280 Grove Street  
Jersey City, NJ 07305

**RE: Resignation from Rent Leveling Board**

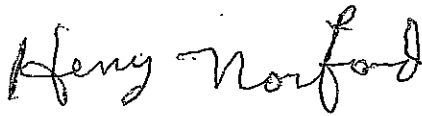
Dear Mr. Byrne,

I regret to inform you that this is my official resignation from my position as Commissioner of the Rent Leveling Board. While I have enjoyed my duties and responsibilities as Commissioner, I am unfortunately no longer capable of performing the functions of this job to the best of my ability and have made the difficult decision to make way for my successor.

I believe this is what is best for myself, moving forward, as well as the future of the Rent Leveling Board. It was an honor to serve in this role and I wish the best of luck to you and the entire Department.

Sincerely,

Henry Norford  
3/16/2017



RECEIVED  
2017 MAR 24 A 9:50  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

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

City Clerk File No. Res. 17-291

Agenda No. 10.E.

Approved: APR 12 2017



TITLE: **RESOLUTION HONORING PATRICIA LOGAN ON THE OCCASION OF HER RETIREMENT**

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

*WHEREAS*, Patricia Logan (Pat) was born and raised in the Greenville section of Jersey City where she spent her life until she moved to Old Bridge in 1997; and

*WHEREAS*, Pat began her career with the City of Jersey City on August 3, 1981 as a Traffic Investigator to be promoted in 1983 to Senior Traffic Investigator and once again in 1985 to Supervising Traffic Investigator; and

*WHEREAS*, Pat is the proud mother of Amy Blake and Jennifer Torosian who is married to Mihran Torosian, and the grandmother of five lovely grandchildren named Misak, Elizabeth, Junior, Madteo and Tavit Torosian; and

*WHEREAS*, Pat was a member of the Executive Board of the Jersey City Supervisor's Association, Inc. for twelve years as a Trustee, a Treasurer becoming a Vice President for two full terms; and

*WHEREAS*, Pat represented the Traffic and Transportation office on the Parking Steering Committee, Pedestrian Safety Task Force and The Municipal Council Committee for Disabled Parking; and

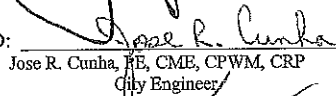
*WHEREAS*, Pat has assisted in a professional manner the Jersey City community; and

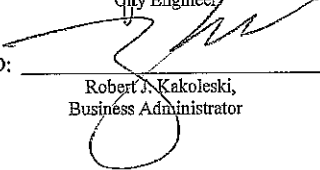
*WHEREAS*, Patricia Logan has announced her intention to retire after dedicating 35 plus years to the City of Jersey City's Traffic and Transportation office and as a public servant as of March 31, 2017; and

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City wishes Patricia many years of health and happiness on her retirement and thanks her for her dedicated service to the people of the City of Jersey City.

sp/ 3/27/17

APPROVED:   
Joao D. Souza, Director, Traffic & Transp.

APPROVED:   
Jose R. Cunha, PE, CME, CPWM, CRP  
City Engineer

APPROVED:   
Robert J. Kakoleski,  
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required

Not Required

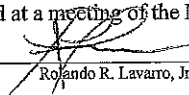
APPROVED 7-0

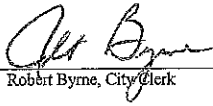
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			WATTERMAN		ABSENT	
GADSDEN	✓			OSBORNE	✓			RIVERA		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
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. 17-292

Agenda No. 10.F.

Approved: APR 12 2017

TITLE:



## A RESOLUTION COMMEMORATING THE ANNUAL YOM HA SHO A SERVICE FOR HOLOCAUST REMEMBRANCE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, every year, at Temples and Synagogues all over the world, the Jewish community remembers and commemorates the Holocaust through a **Yom Ha Shoa** service; and

**WHEREAS**, this year, as in years past, Jersey City's Congregation B'Nai Jacob has joined with Temple Beth-El and the Hoboken Synagogue to hold a **Yom Ha Shoa** service for Holocaust remembrance; and

**WHEREAS**, at this year's **Yom Ha Shoa** service, the Israeli Consulate will be represented, along with local families of Holocaust victims and survivors, and local elected officials, all of whom will share in songs and storytelling about the impact, legacy, and history of the Holocaust; and

**WHEREAS**, the **Yom Ha Shoa** service is important not only to the Jewish community, but to faith and government leaders of all kinds, because while they cannot change what has happened in the past, it is up to today's leaders to educate the next generation about the horrors of the Holocaust so that it never happens again; and

**WHEREAS**, even in the United States of America, racism and anti-Semitism are still present in society, and the **Yom Ha Shoa** service is a crucial reminder that we cannot become complacent in matters of hatred, discrimination, and prejudice.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby join with local faith leaders in commemorating the Holocaust through the annual **Yom Ha Shoa** service.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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. 17-293

Agenda No. 10.G.

Approved: APR 12 2017

TITLE:



**A RESOLUTION DESIGNATING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH IN THE CITY OF JERSEY CITY AND COMMEMORATING THE "LIGHT IT UP BLUE" INITIATIVE**

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

**WHEREAS**, autism is a general term used to describe a group of pervasive developmental disorders, commonly known as autism spectrum disorders, that result in difficulties with communication and social interaction, as well as repetitive behaviors, and which affects individuals differently, mildly affecting some and significantly disabling others; and

**WHEREAS**, according to the Centers for Disease Control and Prevention, autism affects about 1 in 68 children in the United States, including 1 in 54 boys, with the number of autistic adults growing daily; and

**WHEREAS**, the lifetime incremental cost of caring for a person with autism is, on average, \$3.2 million, and the estimated annual national cost of caring for persons affected by autism is at least \$90 billion; and

**WHEREAS**, it is both a moral and fiscal imperative that services be made available that maximize the potential of each unique adult living with autism to contribute to the greatest extent possible to the society and economy of the United States; and

**WHEREAS**, early intervention can improve outcomes by significantly improving the cognitive, language, and adaptive skills of people with autism, however the promise of early intervention is not being realized as close to 80% of adults with autism, even those without an intellectual disability, are unemployed and living at home with relatives rather than independently; and

**WHEREAS**, organizations including Kerry Magro's "KFM Making A Difference," Autism New Jersey, Sensory Kids & Social Minds LLC, and Smile Preschool & Nursery are spearheading awareness efforts in order to educate parents, professionals and the general public about autism and its effects through initiatives including World Autism Awareness Day, which is officially recognized each year on April 2<sup>nd</sup>, and the "Light it Up Blue" initiative, which the City of Jersey City has joined for the past three years;

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby designate the month of April of each year as Autism Awareness Month in the City of Jersey City to recognize the children and adults in the community who have been diagnosed with autism spectrum disorders, as well as the families and dedicated professionals who work with them, and commemorates World Autism Awareness Day on April 2, 2017 and "Light It Up Blue" as a means of educating the public about autistic spectrum disorders and this growing public health crisis.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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. 17-294

Agenda No. 10.H.

Approved: APR 12 2017

TITLE:



## A RESOLUTION CONGRATULATING WILLIAM ORION ORTIZ ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, William Orion Ortiz has earned his Eagle Scout rank, with his final project of removing and replacing invasive plant species in Liberty State Park with native shrubs. A senior at Marist High School, Orion is member of the Air Patrol Club. He is the Order of the Arrow Troop representative to his colleagues in Troop 466. Orion plans to pursue a career in law enforcement; and

**WHEREAS**, on Sunday, April 23, 2017, William Orion Ortiz will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate William Orion Ortiz for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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. 17-295

Agenda No. 10.I.

Approved: APR 12 2017

TITLE:



## A RESOLUTION CONGRATULATING MINA KAMEL ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, **Mina Kamel** has earned his Eagle Scout rank, with his final project of constructing an accessibility ramp at the Pershing Field Reservoir. A Junior at Dr. Ronald E. McNair Academic High School, **Mina** is a member of the Junior ROTC club, and plans to enroll at the US Air Force Academy, and go on to pursue a career in the Military. He has served as Instructor and Senior Patrol Leader to the boys of Troop 466. **Mina** enjoys backpacking and primitive camping; and

**WHEREAS**, on Sunday, April 23, 2017, **Mina Kamel** will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate **Mina Kamel** for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required


APPROVED 7-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

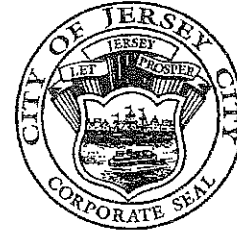
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-296

Agenda No. 10.J.

Approved: APR 12 2017

TITLE:



## A RESOLUTION CONGRATULATING JEAN PABLO RODRIGUEZ ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, Jean Pablo Rodriguez has earned his Eagle Scout rank, with his final project working to beautify St. Paul of the Cross Church by painting its windows and doors. A senior at William L. Dickinson High School, Jean has served Troop 466 as an Instructor and Patrol Leader. He plans to study science in college and hopes to work in the field of forensic science. Jean enjoys music, backpacking and primitive camping; and

**WHEREAS**, on Sunday, April 23, 2017, Jean Pablo Rodriguez will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate Jean Pablo Rodriguez for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
 Robert Byrhe, City Clerk

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

City Clerk File No. Res. 17-297

Agenda No. 10.K.

Approved: APR 12 2017

TITLE:



**A RESOLUTION COMMENDING THEODORE R. FRAZIER FOR 37 YEARS OF SERVICE TO THE CITY OF JERSEY CITY**

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Theodore R. "Ted" Frazier has worked for various divisions of government in the City of Jersey City for the last thirty-seven years, starting with the Division of Property Conservation, now known as Housing Code Enforcement, for a total of twenty years as a Housing Inspector, and later transitioning to the title of Supervising Housing Inspector; and,

**WHEREAS**, while moving up the ranks, Ted Frazier pursued other ambitions, successfully completing the examination for the title of Tenant Advisor, and subsequently relocating to the Division of Tenant Landlord Relations, formerly known as the office of Tenant Advisory, where he served for four years; and,

**WHEREAS**, returning to the Division of Code Enforcement, Ted Frazier completed and successfully tested for the title of Housing Coordinator, and began working with the Division of Community Development as the Project Manager for the Affordable Housing section of the office, a position he retained for thirteen years until he retired on February 1, 2017; and,

**WHEREAS**, over the course of his career with the City of Jersey City, Ted Frazier earned several college degrees, including an Associate Degree in Applied Sciences from Hudson County Community College, a Bachelor of Theology from Citywide Evangelical Ministries, Inc., a degree in Business and Organization Management from Nyack College, and a Master of Divinity from New York Theological Seminary; and,

**WHEREAS**, Ted Frazier is a dedicated husband, father, United States Army Veteran, Democratic committee person in Ward F, Reverend, and Pastor, who continues to counsel, mentor, and inspire generations of coworkers, neighbors, congregants, and acquaintances in the Jersey City community.

**NOW, THEREFORE, BE IT RESOLVED**, by the Members of the Jersey City Municipal Council, that Theodore R. "Ted" Frazier is hereby commended for his thirty-seven years of dedicated service to the City of Jersey City, and

**BE IT FURTHER RESOLVED** that the Members of the Municipal Council join with everyone who has worked with Ted Frazier over the years to wish him a long and happy retirement.

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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. 17-298

Agenda No. 10.L.

Approved: APR 12 2017

TITLE:



## A RESOLUTION CONGRATULATING NOAH FLORES ON HIS RECEIPT OF THE EAGLE SCOUT AWARD

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Boy Scouts of America were incorporated in the United States in 1910. The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. The Boy Scouts of America provides a program that builds character, trains its members in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, for over a century, the Boy Scouts of America has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The Boy Scouts of America believes - and, through over a century of experience, knows - that helping youth is a key to building a more conscientious, responsible and productive society; and

**WHEREAS**, Jersey City has been fortunate to have Boy Scout Troop 466 as a resource for youngsters interested in the Boy Scouts of America program. Troop 466 has had great success in developing Scouts from Tenderfoots through Eagle Scout, the highest rank in scouting. To earn Eagle Scout status a Scout must progress through all the ranks, earn 21 Merit Badges, serve six months in a leadership position, plan, develop and give leadership to a service project for any religious organization, school or community. They must also take part in Scoutmaster conferences and successfully complete an Eagle Scout board review; and

**WHEREAS**, Noah Flores has earned his Eagle Scout rank, with his final project of painting the elaborate wrought-iron fence at St. Paul of the Cross Church. A Junior at High Tech High School, Noah plans to enroll at the US Naval Academy, and pursue a career in the Military. He has served as Instructor and Assistant Senior Patrol Leader to the boys of Troop 466. Noah works as a personal trainer and lifeguard, and enjoys backpacking and primitive camping; and

**WHEREAS**, on Sunday, April 23, 2017, Noah Flores will be awarded the rank of Eagle Scout in the O'Keefe Commons of St. Peter's Prep for recognition to his hard work and dedication to scouting.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby congratulate Noah Flores for his achievement of the rank of Eagle Scout and wishes him continued success in the bright future that lies ahead of him.

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-12-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMEN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
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. 17-299

Agenda No. 10.M.

Approved: APR 12 2017

TITLE:



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

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

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-022** the City of Jersey City established the McGinley Square Special Improvement District (MSSID) to be operated by the McGinley Square Special Improvement District Management Corporation; and

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

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

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

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

**WHEREAS**, the District Management Corporation of McGinley Square Special Improvement District has submitted its 2017-2018 fiscal year budget, July 1, 2017 – June 30, 2018 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2017-2018 fiscal year budget, July 1, 2017 – June 30, 2018 of the McGinley Square Special Improvement District, attached hereto as Exhibit A, was approved by the McGinley Square Special Improvement District at its February 23, 2017 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:



City Clerk File No. Res. 17-299

Agenda No. 10.M. APR 12 2017

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
  - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
  - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
  - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
  - (d) at least 10 days before the date of the scheduled hearing
    - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
    - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
    - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2017.

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**PROPOSED 2017-18 MCGINLEY SQUARE PARTNERSHIP BUDGET** (approved by Board 1/26/17; approved by membership 2/23/17)

<u>REVENUES</u>	<u>Total Budget</u>	<u>NOTES</u>
Cash on Hand	18,000.00	projected bank balance on July 1, 2017
2017-18 SID taxes	72,336.51	same as past years
Street Banners	1,200.00	20 banners @ \$60 profit per banner
Build a Block Party	775.00	net profit after expenses
Bi-Monthly McGinley Shopper	<u>6,000.00</u>	projection of ads based on 2016 Issues
<b>TOTAL REVENUE</b>	<b>98,311.51</b>	
<u>EXPENSES</u>		
Rent	1,800.00	same as 2016
Insurances	2,400.00	D&O:1600-Chubb (thru Feb 2018); General:\$800-The Hartford (thru May 2018)
Office Supplies	1,000.00	Supplies, bottled water, stamps
Audit/Tax Return	4,000.00	same as 2016
Telephone/Fax/Internet	<u>2,000.00</u>	same as 2016
Subtotal	11,200.00	
<b>Management (on-site/consultant)</b>	48,400.00	Staff adds 3 merchant interviews/wk, Halloween Costume Contest & corp banner solicitation (+3.5 hrs/wk)
<u>Marketing</u>		
Fundraising Campaign	9,000.00	project expenses designed to increase revenue to Partnership
Media Advertising	11,000.00	cable TV, print, social media, POP materials
Website/Facebook page	356.00	FTM \$10 monthly updates; SqSpace webhost-\$216;domain-\$20 (thru May 2018)
Thanksgiving Turkey Giveaway	810.00	purchase of 50 turkeys
Halloween Costume Contest	800.00	resumption of community contest with refreshments, prizes, ads
Miscellaneous	200.00	contribution to JCEDC "Shop Small Saturday" promotion
Holiday Lights-2017	<u>2,500.00</u>	Design Decorators (same as 2016)
Total Marketing Subtotal	24,666.00	
<b>Reserve</b>	<u>14,045.51</u>	no EDC loan needed 2017-18; for unanticipated expenses
<b>TOTAL EXPENSES</b>	<b>98,311.51</b>	

299 APR 12 2017

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

City Clerk File No. Res. 17-300

Agenda No. 10.N.

Approved: APR 12 2017



TITLE:

**RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON THURSDAY, MARCH 16, 2017**

COUNCIL resolution:

offered and moved adoption of the following

**WHEREAS**, on February 8, 2017, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

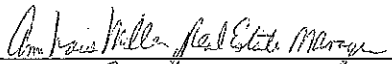
**WHEREAS**, notice of said sale was duly published as required by Law; and,

**WHEREAS**, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, March 16, 2017 at ten o'clock in the forenoon, local time; and,

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said sale of the following properties is ratified, subject to any conditions or terms effecting the sale or reversionary deed, as the case may be,

**BE IT FURTHER RESOLVED**, that the said contract of sale, and deed may be executed by the authorized officials of the City of Jersey City.

BLOCK	LOT(S)	LOCATION	PURCHASER	PRICE
603	14	Liberty Avenue	Jayesh M. Raval Alpa Raval 640 Liberty Avenue Jersey City, N.J. 07307	\$6,000.00

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM   
Corporation Counsel

Certification Required

Not Required

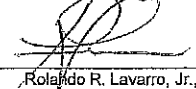
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN		ABSENT	
GADSDEN	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON THURSDAY, MARCH 16, 2017**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Ann Marie Miller</b>	<b>Real Estate Manager</b>
<b>Phone/E-Mail</b>	<b>(201) 547-5234</b>	<b>annmarie@jcnj.org</b>

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

**Resolution Purpose**

**TO CONFIRM THE SALE OF ONE PROPERTY SOLD AT A PUBLIC AUCTION WHICH WAS HELD ON THURSDAY, MARCH 16, 2017. THE PURCHASE PRICE FOR THIS PROPERTY IS \$6,000.00. ONCE THE DEED IS RELEASED THE PROPERTY WILL BE RETURNED TO THE TAX ROLLS.**

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

3/24/17

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

City Clerk File No. Res. 17-301

Agenda No. 10.0.

Approved: APR 12 2017

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF T-SHIRTS FOR YOUTH SUMMER CAMPS

**COUNCIL AS A WHOLE**

**OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City ("City") makes its various recreational facilities available for public and private summer camps; and

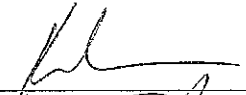
**WHEREAS**, ZogSports, a co-ed recreational league, with principal offices located at 19 West 36th Street 4th Floor New York, NY 10018, was founded in the wake of 9/11 and makes playing for charity a core part of the social sports experience ("ZogSports"); and

**WHEREAS**, ZogSports has a league in New Jersey and desires to donate approximately 300 t-shirts, valued at approximately \$1,000, to the Department of Recreation for use during the City's summer camps; and

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

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

- 1.) The City is authorized to accept a donation of approximately 300 t-shirts from ZogSports for the City's summer camps.
- 2.) The City and the Department of Recreation thank ZogSports for its generous donation.

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED:   
Business Administrator

Corporation Counsel  
Certification Required   
Not Required


**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolafdo 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 ACCEPT A DONATION OF T-SHIRTS FOR YOUTH SUMMER CAMPS.

**Initiator**

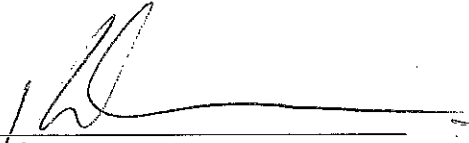
Department/Division	Recreation Department	Grants
Name/Title	Kevin Williamson	Director
Phone/email	201-547-4446	KWilliamson@jcnj.org

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 accept a gift of approximately 300 T-Shirts with a value of about \$1,000.00 from ZogSports, a co-ed recreational league in New Jersey. This gift will be used by the City for the summer camp program.

I certify that all the facts presented herein are accurate.



Signature of Recreation Department Director

4-4-17

Date

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

City Clerk File No. Res. 17-302

Agenda No. 10.P.

Approved: APR 12 2017

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING NOON AND ENDING 11:00 P.M. SATURDAY, JUNE 10, 2017 AT THE REQUEST OF THE RIVERVIEW JAZZ.ORG FOR THE PURPOSE OF THE RIVERVIEW JAZZ FEST**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Riverview Jazz Fest to close Ogden Avenue from Griffith Street to Bowers Street beginning Noon and ending 11:00 p.m. Saturday, May 20, 2017 for the purpose of the JC Fitness Fair; and

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

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

**WHEREAS**, the request to close Mercer Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and Chapter 122 (A)(C) as the event as the event is sponsored by a non-resident and the event will end later than what is permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning Noon and ending 11:00 p.m. Saturday, June 10, 2017.

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature] (for)  
Municipal Engineer

APPROVED: [Signature]  
Business Administrator

JDS:pcl  
(03.31.17)

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING NOON AND ENDING 11:00 P.M. SATURDAY, JUNE 10, 2017 AT THE REQUEST OF THE RIVERVIEW JAZZ.ORG FOR THE PURPOSE OF THE RIVERVIEW JAZZ FEST**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Bryan Beninghove on behalf of Riverview Jazz.org, 19E 31 <sup>st</sup> Street, Bayonne NJ 201.920.7209	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

**Resolution Purpose**

AUTHORIZING THE CLOSING OF OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING NOON AND ENDING 11:00 P.M. SATURDAY, JUNE 10, 2017

FOR THE PURPOSE OF THE RIVERVIEW JAZZ FEST

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

I certify that all the facts presented herein are accurate.

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

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** Ogden Ave, Griffith St to Bowers St

**PURPOSE OF EVENT:** Riverview Jazz Fest

**BEGINS: Noon ENDS: 11PM**  
**Saturday, June 10, 2017**

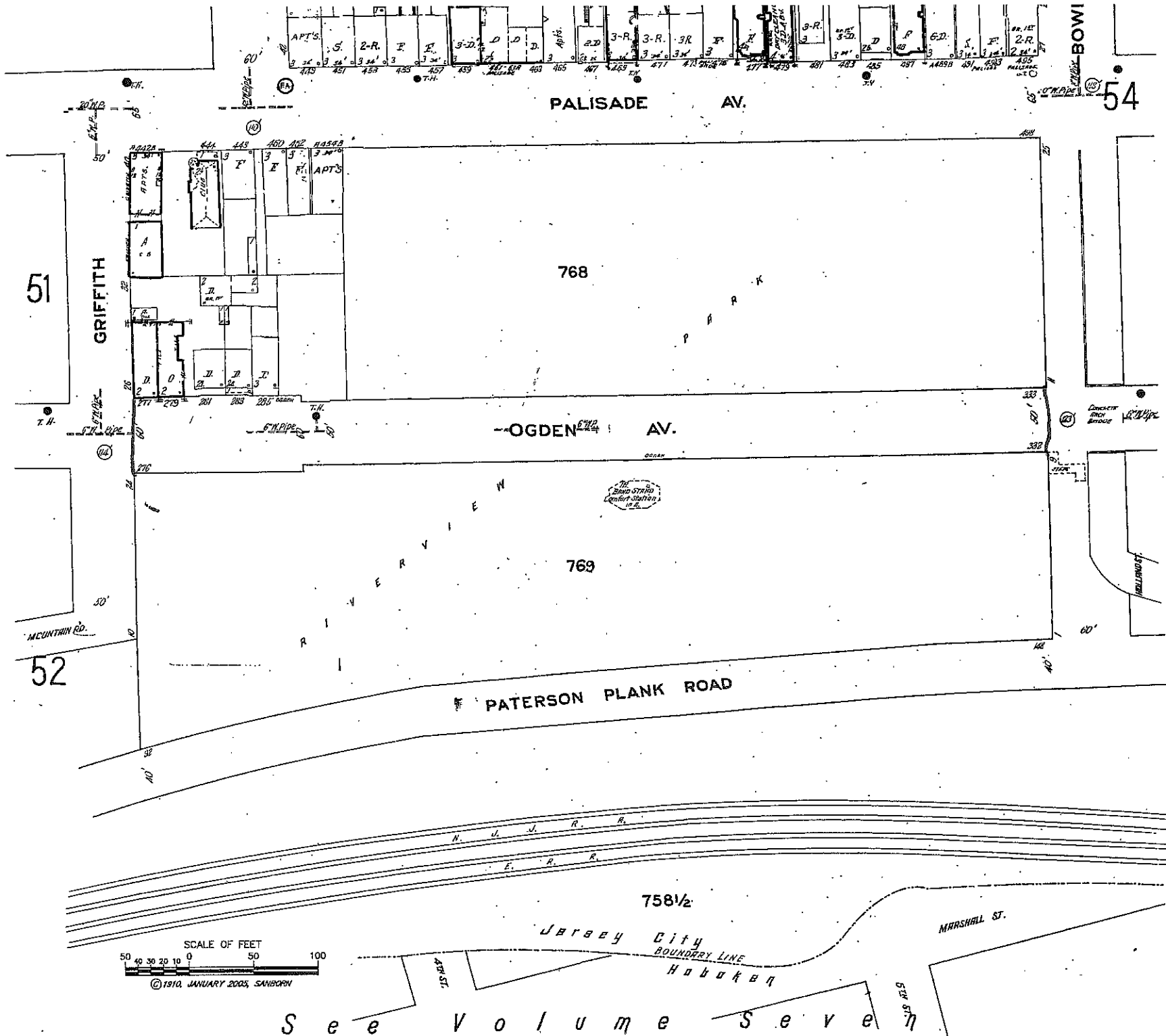
**APPLICANT:** Bryan Beninghove

**ORGANIZATION:** riverviewjazz.org

**ADDRESS:** 19 E 31 St, Bayonne NJ

**PHONE #:** 201.920.7209

**BEING WAIVED:** End time, nonresident



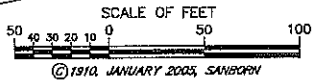
PALISADE AV.

OGDEN AV.

PATERSON PLANK ROAD

758 1/2

JERSEY CITY LINE  
BOUNDARY LINE  
HOBOKEN



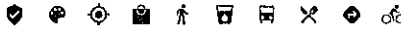
See Volume Seven



Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215 Jersey City, NJ 07302 (201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain Director

EVENT NAME: RIVERVIEW JAZZ FEST EVENT DATE: 6/10/17

EVENT LOCATION: RIVERVIEW PARK

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by: Cultural Affairs Event Planner C2E38AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of Police Chief, Comments, Date

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged, Date: 3/28/2017, Signature of Off Duty Coordinator, Comments, Date

JERSEY CITY FIRE DEPARTMENT

Approved: No Open Flame/Additional Permits Required, NOT Approved/Fire Inspector Required, Signature of Fire Official, Comments, Date

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of Police Director, Comments, Date

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged/Not Applicable, Pending Council Approval/Need Completed Signature Page, Signature of Traffic Engineer, Comments, Date

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold/Food will be Sold, Vendor List Required/Health Inspector Required, Signature of Health Officer, Comments, Date

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved/NOT Approved, Signature of Stage Coordinator, Comments, Date

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

Approved/NOT Approved, Requiring additional form/Additional fee will apply, Signature of Sanitation Director, Comments, Date

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

Request for use of Park: Approved/NOT Approved, Signature of Parks Director, Comments, Date

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

Request for Additional Barricades: Approved/NOT Approved, Signature of Building & Streets Director, Comments, Date

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved/NOT Approved, Waiver request is Approved/NOT Approved, Signature of Risk Manager, Comments, Date

JERSEY CITY DIVISION OF COMMERCE

Approved, Date, Signature of Division of Commerce Director

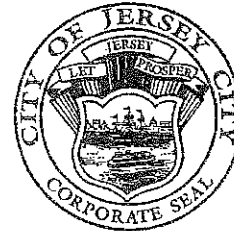
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-303

Agenda No. 10.Q.

Approved: APR 12 2017

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 10:00 A.M. AND ENDING 2:30 P.M. SATURDAY, MAY 20, 2017 AT THE REQUEST OF JC FAMILIES INC FOR THE PURPOSE OF THE JC FITNESS FAIR**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from JC Families Inc to close Mercer Street from Marin Boulevard to Grove Street beginning 10:00 a.m. and ending 6:00 p.m. Saturday, May 20, 2017 for the purpose of the JC Fitness Fair; and

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

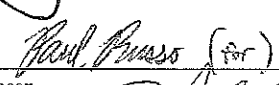
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Mercer Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) as the event as the event is sponsored by a non-resident; and

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

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Mercer Street from Marin Boulevard to Grove Street beginning 10:00 a.m. and ending 2:30 p.m. Saturday, May 20, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pcl  
(03.31.17)

Certification Required

Not Required

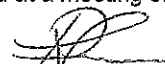
APPROVED 7-0

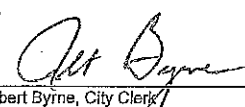
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 10:00 A.M. AND ENDING 2:30 P.M. SATURDAY, MAY 20, 2017 AT THE REQUEST OF JC FAMILIES INC FOR THE PURPOSE OF THE JERSEY CITY FITNESS FAIR**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Bianca Kirschner on behalf of JC Families Inc, 201 Marin Boulevard, #1201, JCNJ 201.492.4930	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

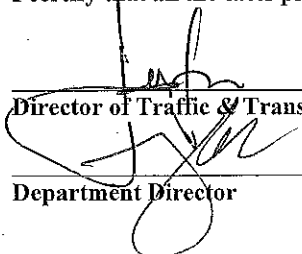
**Resolution Purpose**

AUTHORIZING THE CLOSING OF MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 10:00 A.M. AND ENDING 2:30 P.M. SATURDAY, MAY 20, 2017

FOR THE PURPOSE OF THE JC FITNESS FAIR

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

I certify that all the facts presented herein are accurate.

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

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

3/31/17  
\_\_\_\_\_  
Date

4/1/17  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** Mercer St, Marin Blvd to Grove St

PURPOSE OF EVENT: JC Fitness Fair

**BEGINS: 10AM ENDS: 2:30PM**

**Saturday, May 20, 2017**

**APPLICANT:** Bianca Kirschner

**ORGANIZATION:** Jcfamilies INC

**ADDRESS:** 201 Marin Blvd #1201, Jersey City NJ

**PHONE #:** 201.492.4930

**BEING WAIVED:** Nonresident

21

ENTIRE SHEET  
URBAN RENEWAL SITE



27

GROVE

ST.

28

ST.

ST.

ST.

23

MERCER

CITY HALL  
N.C.

201

PARK

ST.

M.E. INNER  
CITY MISSION

200

ALL BELL

PARKING

(LUIS MUÑOZ) MARIN BLVD.  
(CHENDERSON)

ST.

199

2-R

2-R

2-R

2-R

2-R

2-R

2-R

2-R

20

100'

100'

100'

100'

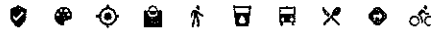
100'



Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215 Jersey City, NJ 07302 (201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain Director

EVENT NAME: JC FITNESS 2017 EVENT DATE: MaY 20TH
EVENT LOCATION: City Hall Plaza

OFFICE OF CULTURAL AFFAIRS REVIEWER Initials of CA Reviewer: Cultural Affairs Event Planner

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER
[ ] Approved [ ] Coordinate On-Duty Personnel Signature of District Commander: Captain Nicholas Scarfo
[ ] NOT Approved [ ] Coordinate Off-Duty Personnel Comments: CC Tom Mahoney Date: 3/13/2017

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER
[ ] Approved [ ] Coordinate On-Duty Personnel Signature of District Commander:
[ ] NOT Approved [ ] Coordinate Off-Duty Personnel Comments: Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER
[ ] Approved [ ] Coordinate On-Duty Personnel Signature of District Commander:
[ ] NOT Approved [ ] Coordinate Off-Duty Personnel Comments: Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER
[ ] Approved [ ] Coordinate On-Duty Personnel Signature of District Commander:
[ ] NOT Approved [ ] Coordinate Off-Duty Personnel Comments: Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF
[ ] Approved [ ] Coordinate On-Duty Personnel Signature of Police Chief: Deputy Chief Joseph Connors
[ ] NOT Approved [ ] Coordinate Off-Duty Personnel Comments: Date: 3/13/2017

JERSEY CITY FIRE DEPARTMENT
[ ] Approved: No Open Flame [ ] Additional Permits Required Signature of Fire Official: Dennis Miller
[ ] NOT Approved [ ] Fire Inspector Required Comments: PERMIT NEEDED FOR EVENT Date: 3/13/2017

JERSEY CITY POLICE DEPARTMENT: POLICE DIRECTOR
[ ] Approved [ ] Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell
[ ] NOT Approved [ ] Coordinate Off-Duty Personnel Comments: Date: 3/16/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
[ ] Acknowledged [ ] Pending Council Approval Signature of Traffic Engineer: Monte Butler
[ ] Not Applicable [ ] Pending Complete Signature Page Comments: not applicable Date: 3/16/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES
[ ] No Food will be Sold [ ] Vendor List Required Signature of Health Officer:
[ ] Food will be Sold [ ] Health Inspector Required Comments: Date:

JERSEY CITY DEPARTMENT OF RECREATION
[ ] Stage Request: Approved Signature of Stage Coordinator:
[ ] Stage: NOT Approved Comments: Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION
[ ] Approved [ ] Requiring additional form Signature of Sanitation Director:
[ ] NOT Approved [ ] Additional fee will apply Comments: Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY
[ ] Request for use of Park: Approved Signature of Parks Director:
[ ] Request for use of Park: NOT Approved Comments: Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS
[ ] Request for Additional Barricades: Approved Signature of Building & Streets Director:
[ ] Request for Additional Barricades: NOT Approved Comments: Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT
[ ] COI is Approved [ ] Waiver request is Approved Signature of Risk Manager:
[ ] COI is NOT Approved [ ] Waiver request is NOT Approved Comments: Date:

JERSEY CITY DIVISION OF COMMERCE
[ ] Approved Date: Signature of Division of Commerce Director:



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

City Clerk File No. Res. 17-304

Agenda No. 10.R.

Approved: APR 12 2017

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 6, 2017 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10K**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Dan Brannen on behalf of the Newport Property Owners Association to close both Town Square Place and Ring Road, beginning 5:00 a.m. and ending 1:00 p.m. Saturday, May 6, 2017 for the purpose of the Newport 10K; and

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


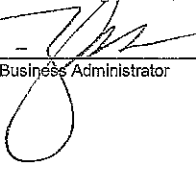
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived;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

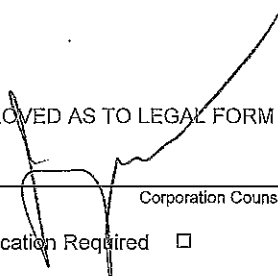
**WHEREAS**, the request to close both Town Square Place and Ring Road does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and Chapter 122, Section 122-8(A)(C) as the event is sponsored by a non-resident and will start earlier than permitted and more than one block at a time will be closed; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of both Town Square Place and Ring Road beginning 5:00 a.m. and ending 1:00 p.m. Saturday, May 6, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer  
APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pci  
(03.24.17)

Certification Required

Not Required


APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Roland R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

304

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 6, 2017 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10K**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Dan Brannen on behalf of Newport Property Owners Association, 4 Strawberry Lane, Morristown, NJ 07960 201.665.4005	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

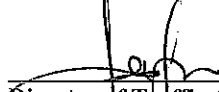
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

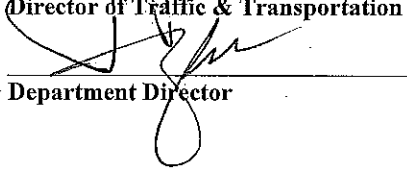
**Resolution Purpose**

AUTHORIZING THE CLOSING OF BOTH TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 6, 2017 FOR THE PURPOSE OF THE NEWPORT 10K

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

I certify that all the facts presented herein are accurate.

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

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

3/24/17  
 Date

4/5/17  
 Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** Ring Rd  
Town Sq Pl

PURPOSE OF EVENT: Newport 10K

**BEGINS: 5AM ENDS: 1PM**  
**Saturday, May 6, 2017**

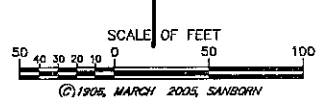
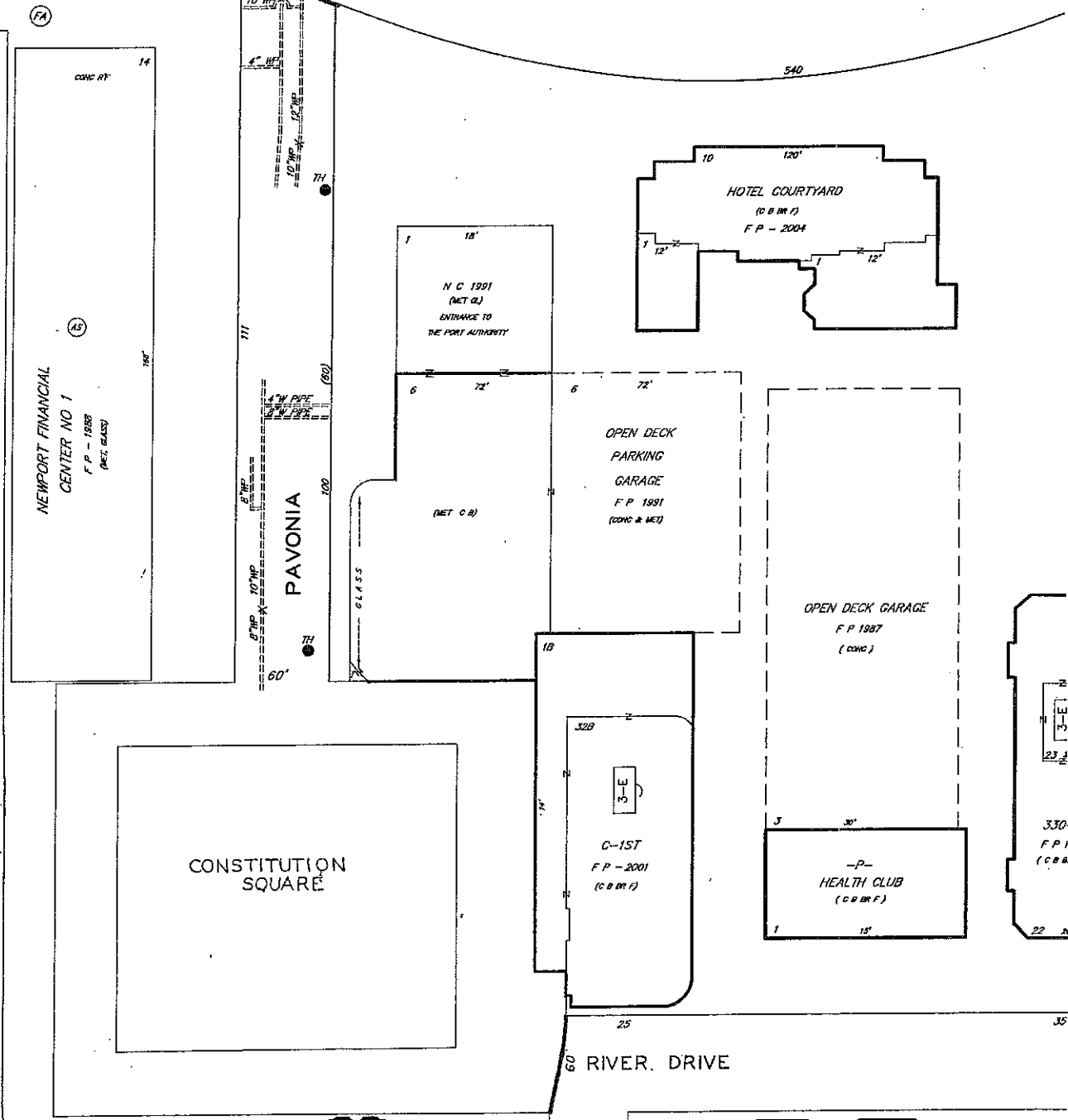
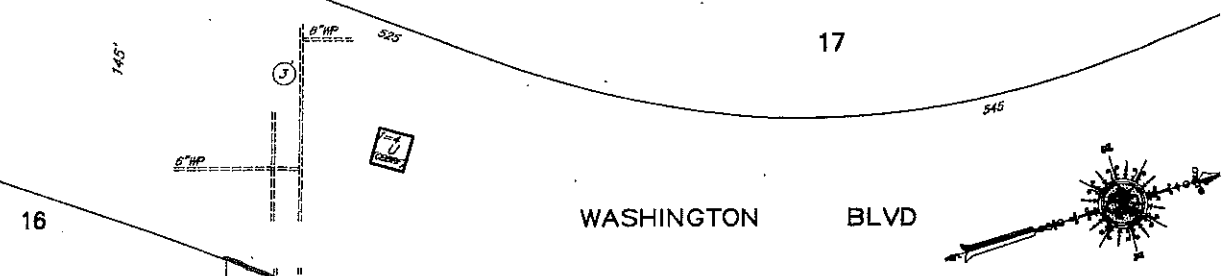
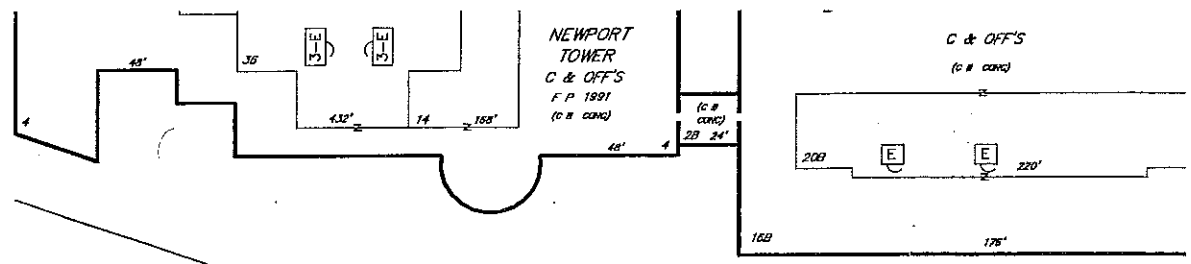
**APPLICANT:** Dan Brannen

**ORGANIZATION:** Newport Property Owners Association

**ADDRESS:** 4 Strawberry Ln, Morristown NJ

**PHONE #:** 201.665.4005

**BEING WAIVED:** More than one block at a time closed, nonresident, start time

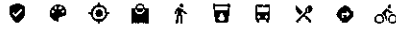




Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
201.547.6921



## ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain  
Director

*WEP*  
MAY 6TH 2017

**EVENT NAME:** NEWPORT 10K  
**EVENT LOCATION:** TOWN SQUARE PLACE

### JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved       Waiver request is Approved      Signature of Risk Manager: \_\_\_\_\_  
 COI is NOT Approved       Waiver request is NOT Approved      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved       Coordinate On-Duty Personnel      Signature of District Commander: *DocuSigned by: Captain Nicholas Scerbo*  
 NOT Approved       Coordinate Off-Duty Personnel      Comments: Tom Mahoney-OFF DUTY      Date: 3/17/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved       Coordinate On-Duty Personnel      Signature of District Commander: \_\_\_\_\_  
 NOT Approved       Coordinate Off-Duty Personnel      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved       Coordinate On-Duty Personnel      Signature of District Commander: \_\_\_\_\_  
 NOT Approved       Coordinate Off-Duty Personnel      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved       Coordinate On-Duty Personnel      Signature of District Commander: \_\_\_\_\_  
 NOT Approved       Coordinate Off-Duty Personnel      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved       Coordinate On-Duty Personnel      Signature of Police Chief: *DocuSigned by: Deputy Chief Joseph Connors*  
 NOT Approved       Coordinate Off-Duty Personnel      Comments: \_\_\_\_\_ Date: 3/20/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE DIRECTOR

Approved       Coordinate On-Duty Personnel      Signature of Police Director: *DocuSigned by: Bill O'Donnell*  
 NOT Approved       Coordinate Off-Duty Personnel      Comments: \_\_\_\_\_ Date: 3/23/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Pending Council Approval      Signature of Traffic Engineer: *DocuSigned by: Monte Zucker*  
 Private Street      Comments: \_\_\_\_\_ Date: 3/23/2017

### JERSEY CITY FIRE DEPARTMENT

Approved: No Open Flame       Additional Permits Required      Signature of Fire Official: *DocuSigned by: Dennis Huber*  
 NOT Approved       Fire Inspector Required      Comments: TENT PERMITS (ONE)      Date: 3/20/2017

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR

Acknowledged      Date: \_\_\_\_\_      Signature of DPW Director: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

Request for use of Park: Approved      Signature of Parks Director: \_\_\_\_\_  
 Request for use of Park: NOT Approved      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

Request for Additional Barricades: Approved      Signature of Building & Streets Director: \_\_\_\_\_  
 Request for Additional Barricades: NOT Approved      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

Approved       Requiring additional form      Signature of Sanitation Director: \_\_\_\_\_  
 NOT Approved       Additional fee will apply      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved      Signature of Stage Coordinator: \_\_\_\_\_  
 Stage: NOT Approved      Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold       Vendor List Required      Signature of Health Officer: \_\_\_\_\_  
 Food will be Sold       Health Inspector Required      Assigned Health Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE: OFF-DUTY COORDINATOR

Acknowledged      Date: \_\_\_\_\_      Signature of Off-Duty Police Coordinator: \_\_\_\_\_

### JERSEY CITY PARKING ENFORCEMENT

Acknowledged      Date: \_\_\_\_\_      Signature of Parking Enforcement Director: \_\_\_\_\_

### JERSEY CITY DIVISION OF COMMERCE

Approved      Date: \_\_\_\_\_      Signature of Division of Commerce Director: \_\_\_\_\_

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

City Clerk File No. Res. 17-305

Agenda No. 10.S.

Approved: APR 12 2017

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM BARROW/ERIE STREETS TO JERSEY AVENUE BEGINNING 7:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 26, 2017 AT THE REQUEST OF HUDSON PRIDE CONNECTIONS CENTER FOR THE PURPOSE OF THE LGBT PRIDE FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Hudson Pride Connections Center to close Barrow Street from Columbus Drive to Newark Avenue; Bay Street from Erie Street to Newark Avenue; Erie Street from Newark Avenue to Bay Street and Newark Avenue from Barrow Street/Erie Streets to Jersey Avenue beginning 7:00 a.m. and ending 11:00 p.m. Saturday, August 26, 2017 for the purpose of the LGBT Pride Festival; and

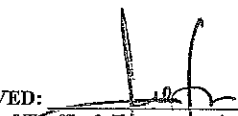
**WHEREAS**, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;


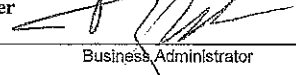
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

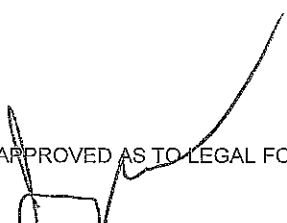
**WHEREAS**, the request to close Barrow Street, Bay Street, Erie Street and Newark Avenue does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event is sponsored by a non-resident, more than one block at a time will be closed and the event will start earlier and end later than what is permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Barrow Street from Columbus Drive to Newark Avenue; Bay Street from Erie Street to Newark Avenue; Erie Street from Newark Avenue to Bay Street and Newark Avenue from Barrow/Erie Streets to Jersey Avenue beginning 7:00 a.m. and ending 11:00 p.m. Saturday, August 26, 2017.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer  
APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pc1  
(03.16.17)

Certification Required   
Not Required

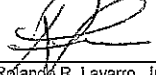
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
GADSDEN	✓			OSBORNE	✓			WATTERMAN			ABSENT
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rafael R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM BARROW/ERIE STREETS TO JERSEY AVENUE BEGINNING 7:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 26, 2017 AT THE REQUEST OF HUDSON PRIDE CONNECTIONS CENTER FOR THE PURPOSE OF THE LGBT PRIDE FESTIVAL**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Eduardo Baez on behalf of Hudson Pride Connections Center, 234 Tenth Street, JCNJ 201.647.5093	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**


A RESOLUTION AUTHORIZING THE CLOSING OF BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM BARROW/ERIE STREETS TO JERSEY AVENUE BEGINNING 7:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 26, 2017

The purpose of the street closing is for the LGBT Pride Festival.

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

I certify that all the facts presented herein are accurate.

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

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

3/17/17  
 Date

8/15/17  
 Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** Barrow St, Columbus Dr to Newark Ave  
Bay St, Erie St to Newark Ave  
Erie St, Newark Ave to Bay St  
Newark Ave, Barrow/Erie Sts to Jersey Ave

PURPOSE OF EVENT: LGBT Pride Festival

**BEGINS: 7AM ENDS: 11PM**  
**Saturday, August 26, 2017**

**APPLICANT:** Eduardo Baez

**ORGANIZATION:** Hudson Pride Connections Center

**ADDRESS:** 234 Tenth St, Jersey City NJ

**PHONE #:** 917.647.5093

**BEING WAIVED:** More than one block at a time closed, nonresident, start time

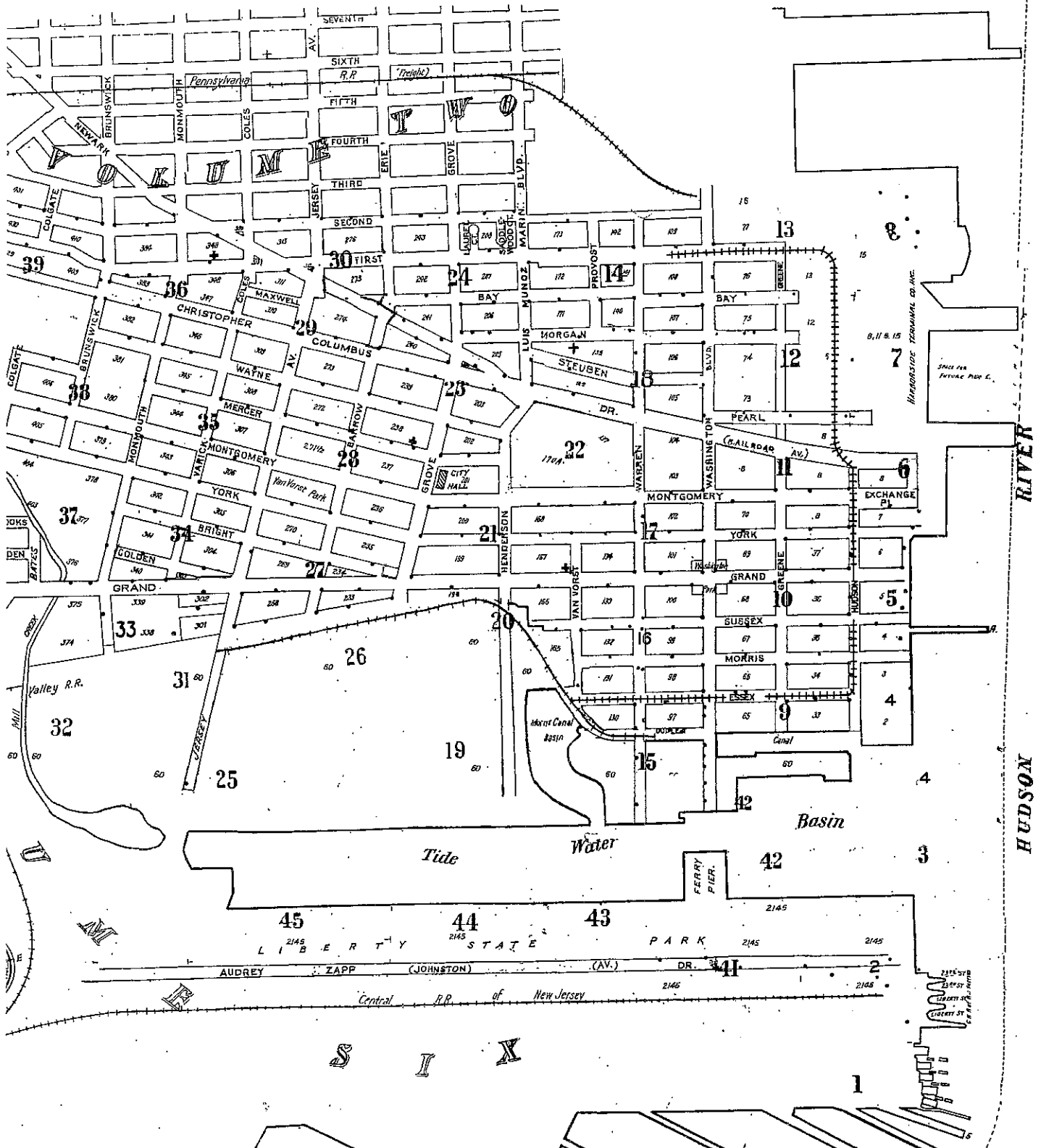


NOTE  
 INDEX SERVICE FOR THIS  
 VOLUME IS MAINTAINED  
 IN THE LOOSE-LEAF GENERAL  
 INDEX BOOK

TITLE /	DETAIL SHEETS
INDEX- 0	SEQUENCE OF NUMBERS
KEY- 1	1- 45

©1906, MARCH 2005, SANBORN

NOTE  
 V. OR VAC. = VACANT  
 V-O. OR VAC. & OP. = VACANT & OPEN  
 V-B. = VACANT & BOARDED UP

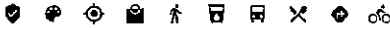




Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
201.547.6921



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY  
**SPECIAL EVENT APPLICATION**

Signature Page - Multiple Districts



Elizabeth Cain  
Director



AUGUST 26, 2017

**EVENT NAME:** JC LGBT PRIDE FESTIVAL

**EVENT LOCATION:** NEWARK AVE - GROVE ST TO JERSEY AVE

### JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved  Waiver request is Approved Signature of Risk Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 COI is NOT Approved  Waiver request is NOT Approved Comments: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved  Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Coordinate Off-Duty Personnel Comments: Tom Mahoney Date: 3/13/2017

Delegated by:  
*Captain Nicholas Scirbo*  
Date: 3/13/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved  Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved  Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved  Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved  Coordinate On-Duty Personnel Signature of Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_

Delegated by:  
*Deputy Chief Joseph Connors*  
Date: 3/13/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE DIRECTOR

Approved  Coordinate On-Duty Personnel Signature of Police Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Pending Council Approval Signature of Traffic Engineer: \_\_\_\_\_ Date: 3/16/2017  
 Private Street Comments: \_\_\_\_\_

Delegated by:  
*Monte Zucker*  
Date: 3/16/2017

### JERSEY CITY FIRE DEPARTMENT

Approved: No Open Flame  Additional Permits Required Signature of Fire Official: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Fire Inspector Required Comments: FIRE INSPECTOR/PERMITS Date: 3/13/2017

Delegated by:  
*Dennis Miller*  
Date: 3/13/2017

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR

Acknowledged Date: \_\_\_\_\_ Signature of DPW Director: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

Request for use of Park: Approved Signature of Parks Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 Request for use of Park: NOT Approved Comments: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

Request for Additional Barricades: Approved Signature of Building & Streets Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 Request for Additional Barricades: NOT Approved Comments: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

Approved  Requiring additional form Signature of Sanitation Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 NOT Approved  Additional fee will apply Comments: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved Signature of Stage Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_  
 Stage: NOT Approved Comments: \_\_\_\_\_

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold  Vendor List Required Signature of Health Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Food will be Sold  Health Inspector Required Assigned Health Inspector: \_\_\_\_\_

### JERSEY CITY POLICE: OFF-DUTY COORDINATOR

Acknowledged Date: \_\_\_\_\_ Signature of Off-Duty Police Coordinator: \_\_\_\_\_

### JERSEY CITY PARKING ENFORCEMENT

Acknowledged Date: \_\_\_\_\_ Signature of Parking Enforcement Director: \_\_\_\_\_

### JERSEY CITY DIVISION OF COMMERCE

Approved Date: \_\_\_\_\_ Signature of Division of Commerce Director: \_\_\_\_\_

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

City Clerk File No. Res. 17-306

Agenda No. 10.T.

Approved: APR 12 2017

TITLE:



**RESOLUTION RATIFYING THE SETTLEMENT OF THE LAWSUIT SHARMAINE SIMMONS, ET AL. V. CITY OF JERSEY CITY, ET AL. EFFECTIVE JANUARY 30, 2017**

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

**WHEREAS**, Sharmaine Simmons, through her guardian Ad Litem, Uraime Simmons and Uraime Simmons ("plaintiffs") filed a lawsuit in the Hudson County Superior Court bearing Docket No.: HUD-L-973-15; and

**WHEREAS**, the Corporation Counsel recommended a settlement in the amount of \$45,000.00 because of the litigation risk involved; and

**WHEREAS**, the plaintiffs agreed to this settlement and have signed all required releases and dismissed the lawsuit with prejudice; and

**WHEREAS**, \$45,000.00 was paid to Plaintiffs on January 30, 2017;

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

1. The January 30, 2017 settlement payment in the amount of \$45,000.00 settling the litigation is ratified.

CR/mw  
4/4/17

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rólando 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 RATIFYING THE SETTLEMENT OF THE LAWSUIT SHARMAINE SIMMONS, ET AL. V. CITY OF JERSEY CITY, ET AL. EFFECTIVE JANUARY 30, 2017**

**Initiator**

Department/Division	Law Department	
Name/Title	Chaunelle Robinson, Assistant Corporation Counsel	
Phone/email	(201) 547-5228	crobinson@jcnj.org

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

**Resolution Purpose**

Plaintiffs Sharmaine Simmons and Uraina Simmons sued the City of Jersey City for injuries Sharmaine Simmons sustained while playing softball at the Bayside Park softball field during a little league game. Sharmaine Simmons fractured her ankle when she slid into second base. Her injury required the insertion of a metal plate and screws. This resolution ratifies the \$45,000.00 settlement payment to Plaintiffs on January 30, 2017. Plaintiffs have already executed a general release and stipulation dismissing the settlement against the City of Jersey City.

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

**RELEASE AND SETTLEMENT OF ALL CLAIMS**

Matter: Sharmain Simmon, a Minor by her Guardian Ad Litem, Uraina Simmons and Uraina Simmons, Individually v. City of Jersey City, Washington Park Little League, Jackie Robinson Little League, Bayside Park and Green Construction

Docket No.: HUD-L-973-15

By this General Release dated January 31, 2017, **Sharmaine Simmons, Uraina Simmons, Guardian Ad Litem and Uraina Simmons, Individually** (known hereinafter as the "Releasers"), as the Releasers and Plaintiffs in a Civil Action filed in the Superior Court of New Jersey, Law Division, Hudson County, Docket No.: **HUD-L-973-15**, does, for themselves, their successors, heirs, attorneys and assigns, for the consideration described below, hereby forever release, discharge and give up, as against the defendants, **City of Jersey City, Jackie Robinson Little League, Washington Park Little League, Bayside Park and Green Construction, Inc., Wesco Insurance Company and Gallagher Bassett Services, Inc** (hereinafter known as "Releasees") every claim, cause of action, demand and right of every type and kind, known or unknown, raised or which could have been raised in the above mentioned Civil Action, including but not limited to: liens, attorney fees, expenses and costs of suit, and damages of any kind or description.

Releasers acknowledge and agree that any such liens, attorneys fees and expenses will be paid and satisfied from the settlement proceeds. Further, Releasers consent to a dismissal, with prejudice, as to the **City of Jersey City, Jackie Robinson Little League, Washington Park Little League, Bayside Park and Green Construction, Inc., Wesco Insurance Company and Gallagher Bassett Services, Inc.**, of the Civil Action referenced above. For and in consideration of the below sum, the undersigned hereby agree to satisfy all liens or encumbrances which may

apply to the above sum including but not limited to medical providers, medical insurance companies, HMO's, Medicare, Medicaid liens, Workers' Compensation liens, and any and all subrogation claims and hereby agrees to indemnify all the above named Releasees and their respective insurance carriers against any further liability for the satisfaction of any such liens or encumbrances.

In consideration and in exchange for this General Release, Releasees agree to pay the Releasers and to their attorney **Zavodnick, Perlmutter & Boccia, LLC** the sum of **Ninety Five Thousand Dollars (\$95,000.00)**, as follows: Green Construction shall pay Twenty-Five Thousand Dollars (\$25,000.00); Jackie Robinson Little League shall pay Twenty-Five Thousand Dollars (\$25,000.00); and the City of Jersey City and Bayside Park shall pay Forty-Five Thousand Dollars (\$45,000.00) subject to approval, as required by law, of the Municipal Council of the City of Jersey City in full and complete satisfaction of any and all claims made or which could have been made by the Releasers against the Releasees.

It is understood and agreed that the payment of said amount by Releasees is not to be construed as an admission of liability on the part of the City of Jersey City, Bayside Park, Jackie Robinson Little League, Washington Park Little League, and Green Construction, Inc. but that said payment is in compromise and settlement of Releasers' claims; which are not admitted, but are denied and disputed. This Release is being given by Releasers voluntarily and not based on any representations or statements of any kind made by Releasees or their representatives, as to the merits, legal liability, or value of my claim or any other matter relating thereto. This release covers all actions, causes of action, claims, demands and cross-claims by reason of any damage, loss or injury, known or unknown, which may be traced either directly or indirectly to the incident which is the subject of the lawsuit, Docket No.: HUD-L-973-15.

Releasers acknowledge that they have read this General Release and are signing it voluntarily. Releasers acknowledge that they had the opportunity to review the Release with the assistance of counsel. Releasers acknowledge that there have been no promises or representations made which are not contained within this document and that the Releasers sign this General Release as their voluntary obligations between the Releasers and the Releasees.

**THIS IS A RELEASE: READ BEFORE SIGNING.**

S. Simmons  
Sharmaine Simmons

1-31-17  
Date

656 Ocean Ave,  
Jersey City, NJ 07305  
Address

U. Simmons  
Uraina Simmons, Guardian Ad Litem

1-31-17  
Date

          
Address  
Uraina Simmons, Individually

1/31/17  
Date

U. Simmons  
656 Ocean Avenue JC NJ 07305  
Address

**ADDENDUM TO RELEASE AND SETTLEMENT AGREEMENT**  
**MEDICARE**

SHARMAIN SIMMONS, AND HER GUARDIAN AD LITEM, URAINA SIMMON, (collectively referred to as "I", "Plaintiff", or "Releasor"), ), individually and on behalf of my heirs, executors, administrators and assigns, as further consideration for the settlement arising as a result of an accident that occurred in Jersey City, New Jersey on May 2013, that is the subject matter of the lawsuit Sharmain Simmons, a Minor by her Guardian Ad Litem, Uraina Simmons and Uraina Simmons, Individually v. City of Jersey City, Washington Park Little League, Jackie Robinson Little League, Bayside Park and Green Construction , Docket No.: HUD-L-973-15 further recite, warrant and agree to City of Jersey City, Jackie Robinson Little League, Washington Park Little League, Bayside Park and Green Construction, Inc., Wesco Insurance Company and Gallagher Bassett Services, Inc TPA, and any and all of their predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their officers, directors, shareholders, employees, legal representatives, insurers and agents past and present (referred, to as "You" or "Releasees"), the following:

**DISCLOSURES, WARRANTIES AND INDEMNITY AGREEMENT**

**I. Recitations and Disclosures**

I understand that in reaching this agreement, the parties have considered Medicare's interest in recovering conditional payments made for medical treatment rendered as a result of the Claim. It is not the intention of any party to this settlement to shift to Medicare the responsibility for payment of medical expenses for the treatment of injuries sustained as result of the Claim. However, this settlement agreement is intended to foreclose responsibility on the part of the Releasees for payment of medical expenses or prescription expenses related to Claim other than the payment made as part of this settlement and release of claims.

I understand that Section 1862(b)(2)(A)(ii) of the Social Security Act precludes Medicare payment for services to the extent that payment has been made or can reasonably be expected to be made promptly under liability insurance. 42 CFR 411.50 defines liability insurance. Anytime a settlement, judgment or award provides funds for past or future medical services, it can reasonably be expected that those funds are available to pay for the services claimed and/or released in the settlement, judgment, or award. Thus, Medicare should be reimbursed for past services and should not be billed for future services until funds from the settlement, judgment, or award are exhausted by payments that would otherwise be covered by Medicare.



I understand that in 2007 the Medicare, Medicaid and SCHIP Extension Act (hereinafter "Extension Act") was enacted, in part, to protect Medicare when the settlement of a bodily injury claim involves payment for past or future medical services and the injured individual is either a current Medicare beneficiary or has the potential to be entitled to Medicare benefits within thirty (30) months of the date of settlement. Furthermore, I understand that this Act requires that such payments be reported within a time established by the Secretary of Health and Human Services.

I understand that, if Medicare is not protected as set forth in the Extension Act, Medicare may cease all benefits otherwise available to me. I further understand and agree that, in the event Medicare seeks reimbursement for past or future payments, the Indemnity Agreement provides that I will indemnify the Releasees from all responsibility for Medicare's claim.

The Releasees expressly deny all liability for any damages as a result of the incident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred as a result of said incident.

## **II. Warranty**

The Plaintiff hereby warrants that no claims have been made with Medicare and that there are no Medicare liens against the settlement proceeds received by the Plaintiff pursuant to this Release and Settlement Agreement.

## **III. Hold Harmless and Indemnity Agreement**

Additionally, as further consideration of the parties' willingness to settle the claim referenced in the RELEASE AND SETTLEMENT AGREEMENT, and to induce said settlement, Plaintiff by and on behalf of herself and her heirs, executors, administrators, and assigns, warrant that they will hold harmless and indemnify each and every released party including without limitation and any and all of their predecessors, successors, assigns, City of Jersey City, Jackie Robinson Little League, Washington Park Little League, Bayside Park and Green Construction, Inc., Wesco Insurance Company and Gallagher Bassett Services, Inc parents, subsidiaries, and affiliates, and each of their officers, directors, shareholders, employees, legal representatives, insurers and agents past and present to and any and all of their predecessors, successors, assigns, subsidiaries, affiliates, parent companies, divisions, employees, servants, agents, officers, directors and legal representatives, and hold them free and harmless from and against any and all losses, claims, demands, cause or causes of action or judgments of every kind and character, which may or could be brought for attorneys' fees, contribution or indemnity, any and all statutory contractual or common law subrogation claims or liens, including, but not limited to, all Hospitals liens, workers' compensation subrogation liens, Medicare or Medicaid liens, Social Security disability liens, health insurance liens, Federal, State or local governmental liens.

I am of sound mind and body and fully capable of reading and understanding this agreement. I understand the consequences of my failure to abide by the Extension Act.

S. Simmons  
Sharmain Simmons

Witnessed or Attested by:

Melinda Flores

**MELINDA FLORES**  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2063778  
My Commission Expires 4/9/2020

U. Simmons  
Uraina Simmons, as  
Guardia ad Litem of  
Sharmain Simmon

Witnessed or Attested by:

Melinda Flores

**MELINDA FLORES**  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2063778  
My Commission Expires 4/9/2020

STATE OF NJ, COUNTY OF Hudson SS:

I CERTIFY that on January 31, 2017

, personally each  
came before me and acknowledged under oath, to my satisfaction, that this person (or if more than  
one, each person): Sharmaine Simmons and Daine Simmons

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

My Commission expires:

Melinda Flores

[SIGNATURE PAGE TO RELEASE AND SETTLEMENT AGREEMENT]

**MELINDA FLORES**  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2063778  
My Commission Expires 4/9/2020

*Charles Jones*  
Established 1911

\* \* \* CHILD SUPPORT JUDGMENT SEARCH \* \* \*  
NEW JERSEY SUPERIOR COURT

653-1155-20

RE: Z-6717

CERTIFIED TO:

ZAVODNICK PERLMUTTER&BOCCIA LLC  
26 JOURNAL SQ  
JERSEY CITY NJ 07306-4188

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET FORTH BELOW AGAINST:

FROM TO

SHARMAINE SIMMONS

09-01-1992 01-10-2017

SSN: XXX-XX-2626

\*\*\* Name is CLEAR \*\*\*

DATED 01-10-2017  
TIME 08:45 AM

FEES: \$ 10.00  
TAX: \$ 0.00  
TOTAL: \$ 10.00

CJ17-012-02318 012 0666012 01

CHARLES JONES SEARCH  
PROVIDED BY  
SIGNATURE INFORMATION SOLUTIONS  
P.O. BOX 8488  
TRENTON, NJ 08650

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

City Clerk File No. Res. 17-307

Agenda No. 10.U.

Approved: APR 12 2017



**TITLE: RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY GOLD TYPE BUSINESS MACHINES INC. FOR E-TICKETING SERVICES TO THE DEPARTMENT OF PUBLIC SAFETY (POLICE).**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) through the Department of Public Safety Division of Police maintains the operation of the City's e-ticketing system; and

**WHEREAS**, the City awarded a contract in 2015 without public bidding to Gold Type Business Machines Inc. (GTBM) pursuant to N.J.S.A. 40A:11-12 to provide e-ticketing software and hardware; and

**WHEREAS**, GTBM holds State contract A69834; and

**WHEREAS**, State contract A69834 did not include e-ticketing software and hardware and the City mistakenly thought that it did; and

**WHEREAS**, the services provided by GTBM for 2016 resulted in costs of \$37,636.98; and

**WHEREAS**, Robert Baker, Sr. Director for the Public Safety Communications and IT Division, reviewed GTBM's request for payment and has certified that GTBM's bill for providing such services is fair and reasonable; and

**WHEREAS**, GTBM performed the services in good faith and is entitled to receive payment for the value of its services; and

**WHEREAS**, the sum of \$37,636.98 is available in Account No. 01-203-25-240-310;

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

- 1) the Purchasing Agent is hereby authorized to pay Gold Type Business Machine Inc. (GTBM) the sum of \$37,636.98 for services provided in 2016 related to the City's e-ticketing system; and
- 2) the approval of this payment is subject to the execution of a release by GTBM releasing the City from any liability in connection with claims that it may have against the City for providing services; and
- 3) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$37,636.98) available for the payment of the above resolution in Account No. 01-203-25-240-310 NC Voucher # B086505

APPROVED: Jerome Cole

APPROVED AS TO LEGAL FORM B.B. 3-16-17

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMANN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – 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 PAYMENT OF A CLAIM SUBMITTED BY GOLD TYPE BUSINESS MACHINES INC. FOR E-TICKETING SERVICES TO THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

**Initiator**

Department/Division	Public Safety - Police	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

**Resolution Purpose**

Installations and deployment will be executed within 60 days of execution of agreement.

65 Vehicles + 20 handhelds           =       85 total E-ticket printers  
  =       \$1.62 for first 80,000 tickets - \$1296.00  
  =       \$1.19 for each additional ticket thereafter

E-Ticket Software licensing for 830 end users (sworn officers)

I certify that all the facts presented herein are accurate.

James R. Shea  
Signature of Department Director

3/13/17  
Date

# G.T.B.M. INC

# INVOICE

PO Box 305  
 351 PATERSON AVE  
 EAST RUTHERFORD, NJ 07073  
 Phone: (201) 935-5090  
 Fax (201) 935-7022

DATE: 12/31/2016  
 INVOICE # 11552-1

**Bill To:**

Jersey City Police  
 Attn: Bob Baker  
 75 Bishop St  
 Jersey City, NJ 07303

**Ship To:**

Jersey City Police  
 Attn: Bob Baker  
 75 Bishop St  
 Jersey City, NJ 07303

**Comments or Special Instructions:**

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
rp					net

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
36899	Eticketing software services thru Dec 31, 2016	\$ 1.02	\$ 37,636.98
			\$ -
			\$ -

SUBTOTAL	\$ 37,636.98
TAX RATE	0.00%
SALES TAX	-
SHIPPING & HANDLING	-
<b>TOTAL</b>	<b>\$ 37,636.98</b>

Balance due

Make all checks payable to Gold Type Business Machines Inc.  
 If you have any questions concerning this invoice, contact Vin Cronen, Phone: 201-935-5090

**THANK YOU FOR YOUR BUSINESS!**

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

City Clerk File No. Res. 17-308

Agenda No. 10.v.

Approved: APR 12 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HELEN CLARK ZIANGAS FOR WEIGHT CONDITIONING CLASSES FOR THE DEPARTMENT OF RECREATION**

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

**WHEREAS**, the Jersey City Department of Recreation offers weight conditioning classes to meet the needs of the athletic and active, all the while encouraging each and every resident to stay fit, relieve stress and become further acclimated with their surrounding community by way of recreational activities; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes for weight conditioning classes and obtained one proposal with the lowest, responsive and responsible being that from Helen Clark Ziangas, 133 Jefferson Avenue #2, Jersey City, New Jersey 07307 in the total amount of nineteen thousand dollars (\$19,000.00); and

**WHEREAS**, the Purchasing Director believes the proposal from Helen Clark Ziangas to be the most advantageous, price and other factors considered; and

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

**WHEREAS**, the Director of the Department of Recreation has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$4,000.00 are available in the Operating Account.

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Temp Encumbrance</b>
01-201-28-370-312	124378	\$19,000.00	\$3,600.00

(Continue on page 2)



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HELEN CLARK ZIANGAS FOR WEIGHT CONDITIONING CLASSES FOR THE DEPARTMENT OF RECREATION**

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

1. A contract in the amount of \$19,000.00 for the *weight conditions* classes is awarded to Helen Clark Ziangas.
2. The term of the contract shall be effective January 1, 2017 through December 31, 2017.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$3,600.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-370-312	124378	\$19,000.00	\$3,600.00

Approved by: [Signature]  
Director of Purchasing, QPA, RPPO

3/29/17  
Date

PF/pv  
3/22/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – 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 AWARD OF A CONTRACT TO HELEN CLARK ZIANGAS FOR WEIGHT CONDITIONING CLASSES FOR THE DEPARTMENT OF RECREATION**

**Initiator**

Department/Division	Recreation Department	
Name/Title	Kevin Williamson	Director, Department of Recreation
Phone/email	201-547-4537/ 201-547-4586	

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

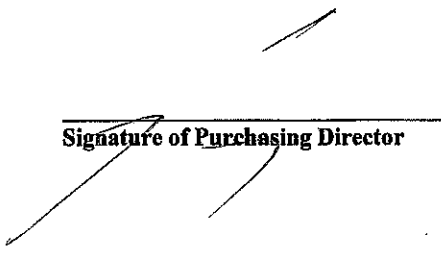
**Resolution Purpose**

The purpose of this resolution is to provide cardio and weight conditioning training for citizens of City of Jersey City in different locations in the City. City seniors have expressed interests in this program, and the Department of Recreation will like to continue this program for both seniors and young adults.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3-23-17  
Date

  
Signature of Purchasing Director

3/29/17  
Date

## DETERMINATION OF VALUE CERTIFICATION

I, Kevin Williamson, of full age, hereby certify the following:

1. I am the Director of the Department of Recreation.
2. The Department of Recreation requires the services of Weight and Yoga training for citizens of Jersey City.
3. The City informally solicited quotations for Cardio and Weight training.
4. The administration's recommendation is to award a contract to Helen Clark Ziangas.
5. The cost of the Contract cannot exceed \$19,000.00.
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.

3-28-17  
Date

  
Kevin Williamson - Director

QUOTE SHEET

<b>P.O. NO.</b>		124378		HELEN CLARK ZIANGAS		SAVING YOUR LIFE		OH MY TRAINER!	
<b>REQ. NO.</b>		178310		JERSEY CITY, NJ		NEW YORK, NY		HOBOKEN, NJ	
<b>DEPT/DIV</b>		RECREATION							
<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	CARDIO & WEIGH CONDITIONING	1	EA	\$ 65.00	\$ 65.00	\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00
		<b>SUB-TOTAL</b>			\$ 65.00		\$ 75.00		\$ 100.00
		<b>DELIVERY/SHIPPING/HANDLING</b>			\$ -		\$ -		
		<b>TOTAL</b>			\$ 65.00		\$ 75.00		\$ 100.00

NOTES:

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**DATE:** January, 2017  
**TO:** Jersey City, Department of Recreation  
**FROM:** Helen Clark Ziangas  
**FOR:** Exercise Classes

#171

**GRACE CHURCH: Beginner Weight and Conditioning - Monday**

January, 9  
January, 23  
January, 30

**CURRIE WOODS BUILDING: Beginner Weight and Conditioning- Adult - Monday**

January, 9  
January, 23  
January, 30

**PERSHING FIELD: Intermediate Weight and Conditioning - Adult - Tuesday**

January, 3  
January, 10  
January, 17  
January, 24  
January, 31

**PERSHING FIELD: Beginner Weight and Conditioning - Adult - Wednesday**

January, 4  
January, 11  
January, 18  
January, 25

**PERSHING FIELD: Advanced Step and Strength Training - Adult - Wednesday**

January, 4  
January, 11  
January, 18  
January, 25

**PRICE PER CLASS: \$65.00**  
**TOTAL CLASSES: 19**  
**TOTAL: \$1,235.00**

**Thank you**

**Patricia Vega**

---

**From:** Peter Folgado  
**Sent:** Tuesday, March 28, 2017 11:01 AM  
**To:** Patricia Vega  
**Subject:** FW: Yoga for seniors

FYI

Thank you

Peter Folgado  
Director of Purchasing, RPPO, QPA  
City of Jersey City  
Division of Purchasing  
394 Central Ave, 3rd Floor  
Jersey City, NJ 07307

(P) 201.547.4896

(F) 201.547.6585

(F) 201.369.7270

-----Original Message-----

**From:** Steve Fulop  
**Sent:** Saturday, March 25, 2017 8:46 PM  
**To:** Peter Folgado; Kevin Williamson  
**Cc:** Mark Albiez; Robert Kakoleski  
**Subject:** Yoga for seniors

Peter kako and Kevin

I understand that there is a proposal to change yoga teachers for our program and to divide the teaching. This is a mistake for a variety of reasons and I would like to strongly recommend that we don't make changes. The fees aren't different but the safety and comfort for seniors is. Please let's maintain the programs that are working properly and not disrupt them.

Steven M. Fulop  
Mayor

**BEST IN TEXAS!!!**

**Amount:** \$40.00 per session

**Posted by:** Debbie L in Rockwall, TX.

**Posted:** February 29th, 2012 09:02AM

**Gym:** at home

**Trainer:** Lacy Frasier

**Type of Session:** full body train

Lacy worked with me on getting my body in best shape ever! She was so knowledgeable and motivating!!

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Personal Training**

**Amount:** \$60.00 per session

**Posted by:** Claudio in Miami, FL.

**Posted:** November 4th, 2011 01:11PM

**Gym:** Miami Strength and Fitness

**Trainer:** Casandra Madero

**Type of Session:** Hour long.

Iv had 4 trainers and Casandra by far was the most focused and dedicated.

She helped me achieve goals and even exceed them.

Give her a shot!

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Next Level**

**Amount:** \$30.00 per session

**Posted by:** Amber B. in Coral Springs, FL.

**Posted:** August 26th, 2011 08:08AM

**Gym:** wherever you want to train

**Trainer:** Craig Lawson

**Type of Session:** Bootcamp (kinda cross fit)

Craig has taken me to the next level. I didnt even know I had a level. 6 weeks, twice a week, my bodyfat is down 8%, I went from 155 stay at home mom, to a 122 lbs, 6 pack having cross fit junkie. I couldnt run any longer than 1 mile at the beginning, but am now up to 6 mile runs with 10 sets of 50 yard sprint at the end. amazing motivator, and caring. I am now getting ready for the crossfit games, and my husband has joined in. thank you.

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**SAVING YOUR LIFE**

**Amount:** \$75.00 per session

**Posted by:** KIMBERLEY DANIELS in NY, NY.

**Posted:** August 25th, 2011 05:08AM

**Gym:** INDEPENDANT

**Trainer:** WINSTON WEDDERBURN

**Type of Session:** CARDIO/STRENGTH

MY TRAINER IS A FORMER MARINE IN HIS LATE FORTY'S BUT APPEARS AS A 30 ISH VERY HEALTHY MALE. I WAS OVERWHELMED BY HIS EXPERIENCE AND KNOWLEGE. NOT ONLY DID I LOSE WEIGHT, I DROPPED MY BLOOD PRESSURE AND TOSSED OUT MY MEDS. HE LITERALLY SAVED MY LIFE.

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**dog training suffolk county**

**Amount:** \$0.00 per session

**Posted by:** Obefrentem in Hoskins, AL.

**Posted:** June 27th, 2011 02:06PM

**Gym:**

**Trainer:** Papua New Guinea

**Type of Session:** Running

I consider, that you are not right. I am assured. I can defend the position. Write to me in PM, we will talk.

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Great Trainer!!**

**Amount:** \$20.00 per session

**Posted by:** Cristal S. in Fairfax, VA.

**Posted:** March 29th, 2011 01:03PM

**Gym:** Underground Athlete

**Trainer:** Justin Case

**Type of Session:** Semi-Private

Justin is the most knowledgeable trainer I have ever met. I have been working with him for about three years and his training programs just keep getting better and better. I'm in the best physical shape of life thanks to him. He is continuously on the quest to learn new things so that he can create challenging programs for his clients. He is an inspiration and a motivator to so many people and I've very thankful to have found him!

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Weight Loss, fitness trainer and meditation**

**Amount:** \$80.00 per session

**Posted by:** Fritz K Hentschel in Miami, FL.

**Posted:** February 21st, 2011 03:02PM

**Gym:** Your Home

**Trainer:** Beatriz Pirez

**Type of Session:** Hourly session with electronic followups

Betty is a great personal trainer not only for weight loss but also to learn how to be conscious about what you eat, how you eat and how to combine your food in your meals. She also has helped me greatly with an exercise routine that combines cardio at the gym, bicycling and weights. And if this wasn't enough she has shown me how to meditate. And all of this was done with love and caring as well as with a lot of knowledge that has resulted from her own experience in life. Highly recommended!

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**James Cooper Great Trainer**

**Amount:** \$45.00 per session  
**Posted by:** B.A.M. in Azle, TX. K  
**Type of Session:** 1 hour

**Posted:** January 25th, 2014 07:01AM

I've worked with James for 10 months and have lost 55lbs of fat and I have gained muscle, energy, accountability, and self respect.

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Starr Fitness Training**

**Amount:** \$35.00 per session  
**Posted by:** From a long Term Client in Burbank/LA Areas, CA.  
**Gym:** Your home or residential gym or parks,  
**Type of Session:** Weight loss, Strength, Cardio/Core and C

**Posted:** July 11th, 2013 04:07AM  
**Trainer:** Marisol "Starr" Garner

Starr, fitness trainer is so awesome! She is always high energy and a great motivator every time. She works hard to make sure you achieve your goals and get results. She trains you hard and keeps you disciplined. I feel stronger and leaner and have lost 25lbs in the first 5 weeks with her boot camp and one on one cardio-boxing. I have alternated with my sessions going from training in a gym to the outdoor runs/boot camp and her cardio boxing classes which she also does one on one sessions. Give her a go, she truly is a "STARR" fitness trainer and the very best!

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Legend Fitness**

**Amount:** \$30.00 per session  
**Posted by:** Mike Williams in Dallas, TX.  
**Gym:** Dallas Recreation K  
**Type of Session:** Strength and Conditioning

**Posted:** June 27th, 2013 08:06AM  
**Trainer:** Alex Williams

Great Trainer! He will work his hardest to make sure you achieving your goals and seeing results. He was very concern on what i was trying to get accomplish. He had me doing a lot of challenging workouts that made me feel the burn. His email is Legend.Fitness24@gmail.com.. He also give great discounts.

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Wight loss**

**Amount:** \$35.00 per session  
**Posted by:** Medo in San diego, CA.  
**Type of Session:** Wight loss K

**Posted:** March 27th, 2013 11:03PM

I want it every day from monday to thursday

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Awesome Trainer**

**Amount:** \$65.00 per session  
**Posted by:** a user in Miami, FL.  
**Gym:** In Home K  
**Type of Session:** Strength / Weight Loss

**Posted:** March 18th, 2013 01:03PM  
**Trainer:** Nelson - Hip 2B Fit

I was reluctant of joining a gym, but having trainer come to my house was a great experience. Nelson trained me hard and kept me going even when I wanted to quit. I feel stronger and leaner and have lost weight - what a find. Nelson can be reached at (786) 417-7772 or nelson.hip2bfit@gmail.com.

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Great Personal Trainer**

**Amount:** \$75.00 per session  
**Posted by:** JoAnna S. in Orlando, FL. K  
**Gym:** Home  
**Type of Session:** Core and Cardio

**Posted:** February 3rd, 2013 04:02PM  
**Trainer:** Johnnie Daniels

Johnnie is a great trainer. He is very focused and listens to me. He has been helping me in my weight loss journey and I have lost a total of 27 pounds in 8 weeks. He gave me a life fitness plan which includes eating right as well as working out. He made sure that I was able to follow the plan. If I had any issues he worked with me and adjusted the plan. He is an awesome personal trainer who listens to his clients. His workouts are really tough but well worth it. I would recommend him to any woman in the Orlando/Lake Mary who is looking to get fit and improve her health.

Was this post helpful to you? [yes](#) [no](#)

Report [prohibited](#) or [spam](#)

**Oh MY Trainer!**

**Amount:** \$100.00 per session  
**Posted by:** Kim64 in Hoboken, NJ.  
**Gym:** My Complex Building  
**Type of Session:** Weight/Cardio/Nutritional

**Posted:** January 28th, 2013 03:01PM  
**Trainer:** Leyla

Leyla has taught me everything I need to know about how to maintain my diet, what body parts to work out when, and even what supplements to take in order to stop the soreness! I loved every moment of working out with her! She also has an online virtual training program which is what I started with. She gave me a 30 day plan on what to eat, what to take, and what workouts to do. She also spoke with me every week to check up on how I'm doing! Then she mentioned that since I live within her radius, she





## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1333073 FOR ZIANGAS,HELEN CLARK IS VALID.

**CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE SET FORTH BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:**  
 West Insurance Services  
 License #0B01094  
 P.O. Box 8110  
 Aliso Viejo, CA 92652-8110  
 CE Program

**CONTACT NAME:** Bobbie Beeny  
**PHONE (A/C, H/O, Ext):** 530-895-1010  
**FAX (A/C, H/O):** 530-895-1313  
**E-MAIL ADDRESS:** bbeeny@iwins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Ind. Ins. Co.	18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**INSURED:** Helen Clark  
 133 Jefferson Ave Apt 2  
 Jersey City, NJ 07306

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

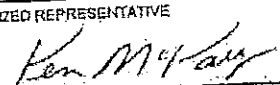
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSURER LETTER	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS		
							AMOUNT	PER OCCURRENCE	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK1341999 PER FORM PIHF1 11/95	06/18/2016 06/18/2016	06/18/2017 06/18/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						COVERAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000	
	<input checked="" type="checkbox"/> Prof Liability						MEDICAL (Any and All Costs)	\$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER							PERSONAL & ADV INJURY	\$ 1,000,000
	AUTOMOBILE LIABILITY							GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/CP ASS	\$ 3,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS							\$	
	<input type="checkbox"/> HIRED AUTOS						UNINSURED STATE LIMIT (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> DED						AGGREGATE	\$	
	<input type="checkbox"/> RETENTION						PER STATUTE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						DIS-EMP	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
A	Abuse/Molestation			PHPK1341999	06/18/2016	06/18/2017	E.L. DISEASE - POLICY LIMIT	\$	
							Each Occ	100,000	
							Aggregate	300,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is added as add'l insured but only with respect to the operations of the named insured except for liability resulting from the add'l insured's sole negligence when required by written contract per form attached

**CERTIFICATE HOLDER**  
 City of Jersey City  
 280 Grove St  
 Jersey City, NJ 07302

**CANCELLATION**  
 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  


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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: HELEN CLARK ZIANZAS  
Representative's Signature: [Signature]  
Name of Company: HELEN CLARK ZIANZAS  
Tel. No.: 29 920 6649 Date: 3/23/2017

**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): HELEN CLARK ZIANGAS

Representative's Signature: *Helen Clark Ziangas*

Name of Company: HELEN CLARK ZIANGAS

Tel. No.: \_\_\_\_\_ Date: 3/23/2017

201 920 6649

**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 : HELEN CLARK ZIANGAS  
Address : 133 JEFFERSON AVE JERSEY CITY NJ  
07306  
Telephone No. : 201-920-6649  
Contact Name : Helen Clark Ziangas

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE)         | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input checked="" type="checkbox"/> Woman Owned business (WBE) | <input 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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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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: HELEN CLARK ZIANGAS  
Address: 133 JEFFERSON AVE JERSEY CITY  
NJ 07306  
Telephone No.: 201 920 6649  
Contact Name: Helen Clark Ziangas

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

Definitions

Minority Business Enterprise

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**STATE OF NEW JERSEY**  
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: [www.state.nj.gov/eo/eo1/eo1report.pdf](http://www.state.nj.gov/eo/eo1/eo1report.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: **070-50-6140**

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **1**

4. COMPANY NAME: **HELEN CLARK ZIANGAS**

5. STREET: **133 JEFFERSON AVE** CITY: **JERSEY CITY** STATE: **NJ** ZIP CODE: **07306**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): **NONE**

7. CHECK ONE: IS THE COMPANY?  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: **1**

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: **1**

10. PUBLIC AGENCY AWARDED CONTRACT: **NONE** CITY: COUNTY: STATE: 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																
Professionals																
Technicians																
Sales Workers																
Office & Clerical																
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL																
Total employment from previous report (if any):																
Temporary & Part-Time Employees																

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: To:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): **HELEN CLARK ZIANGAS** SIGNATURE: *Helen Clark Ziangas* TITLE: **EXERCISE TEACHER** DATE: **3 23 2017**

17. ADDRESS: NO. & STREET: **133 JEFFERSON AVE** CITY: **JERSEY CITY** COUNTY: STATE: ZIP CODE: **07306** PHONE (AREA CODE, NO., EXTENSION): **201 - 920-6649**

# 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:	HELEN CLARK ZIANGAS		
Address:	133 JEFFERSON AVE		
City:	JERSEY CITY	State:	NJ
		Zip:	07306

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.

Helen Clark Ziangas HELLEN CLARK ZIANGAS EXERCISE INSTRUCTOR  
Signature Printed Name Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)



**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 HELEN CLARK ZIANGAS (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: HELEN CLARK ZIANGAS

Signed: [Signature] Title: EXERCISE INSTRUCTOR

Print Name: HELEN CLARK ZIANGAS Date: 3/23/2017 3/24/2017

Subscribed and sworn before me  
this 24<sup>th</sup> day of March 2017.  
My Commission expires:

[Signature]  
Karla (Affiant) Marquez  
(Print name & title of affiant) (Corporate Seal)

**Karla J Marquez  
Notary Public  
New Jersey**

**My Commission Expires 2-16-2021**

**No 50032471**  
\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

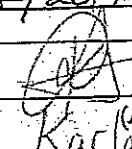
**Part 3 - Signature and Attestation:**

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: HELEN CLARK ZIANGAS  
 Signed: Helen Clark Ziangas Title: EXERCISE INSTRUCTOR  
 Print Name: HELEN CLARK ZIANGAS Date: 3/23/2017 3/24/2017

Subscribed and sworn before me this 24<sup>th</sup> day of March, 2017

My Commission expires: 2/16/21

  
 Karla (Affiant) Marquez  
 (Print name & title of affiant) (Corporate Seal)

**Karla J. Marquez**  
 Notary Public  
 New Jersey  
 My Commission Expires 2-16-2021  
 No. 50032471

*Helen Clark Ziangas*

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

City Clerk File No. Res. 17-309

Agenda No. 10.W.

Approved: APR 12 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CAROL LESTER FOR YOGA CLASSES FOR THE DEPARTMENT OF RECREATION**

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

**WHEREAS**, the Jersey City Department of Recreation offers Yoga classes to meet the needs of the athletic and active, all the while encouraging each and every resident to stay fit, relieve stress and become further acclimated with their surrounding community by way of recreational activities; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes and obtained one proposal with the lowest, responsive and responsible being that from Carol Lester, 110 Morris Street, Jersey City, New Jersey 07302 in the total amount of eighteen thousand dollars (\$18,000.00); and

**WHEREAS**, the Purchasing Director believes the proposal from Carol Lester to be the most advantageous, price and other factors considered; and

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

**WHEREAS**, the Director of the Department of Recreation has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$3,600.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-370-312	124164	\$18,000.00	\$3,600.00

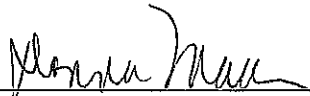
(Continue on page 2)

TITLE:

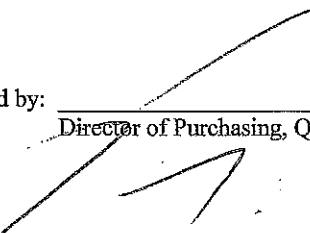
**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CAROL LESTER FOR YOGA CLASSES FOR THE DEPARTMENT OF RECREATION**

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

1. A contract in the amount of \$18,000.00 for yoga classes is awarded to Carol Lester.
2. The term of the contract shall be effective January 1, 2017 through December 31, 2017.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

I , Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$3,600.00 are available in the **Operating Account**.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-370-312	124164	\$18,000.00	\$3,600.00


Approved by:   
Director of Purchasing, QPA, RPPO

Date 3/30/17

PF/pv  
3/22/17

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

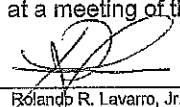
APPROVED 7-0

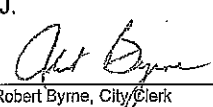
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.12.17</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

10. W.

**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 AWARD OF A CONTRACT TO CAROL LESTER FOR YOGA CLASSES FOR THE DEPARTMENT OF RECREATION**

**Initiator**


Department/Division	Recreation Department	
Name/Title	Kevin Williamson	Director
Phone/email	201-547-4537/ 201-547-4586	

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

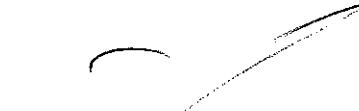
**Resolution Purpose**

The purpose of this resolution is to provide yoga, cardio and weight training for seniors and young adult citizens of the City in different locations around the City. Seniors and young adults have expressed interests in this program and the Department of Recreation will like to continue this program.

I certify that all the facts presented herein are accurate.

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

3-23-17  
Date

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

3/30/17  
Date

## DETERMINATION OF VALUE CERTIFICATION

I, Kevin Williamson, of full age, hereby certify the following:

1. I am the Director of the Department of Recreation.
2. The Department of Recreation requires Yoga, Cardio and Weight training for its seniors and young adults.
3. The City informally solicited quotations for yoga, cardio and weight training.
4. The administration's recommendation is to award a contract Carol Lester.
5. The cost of this Contract is not to exceed \$18,000.00.
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.

Date

3 - 28 - 17

  
Kevin Williamson - Director



3

**Re: New Form Entry: Contact Form**  
 Ojas Info [Info@ojascenter.org]

**Sent:** Friday, January 27, 2017 6:12 PM  
**To:** Regina Teriogo  
 \$80-\$125

On Friday, January 27, 2017, Rterriogo@icni.org <no-reply@weebiv.com> wrote:

Click to view all folders >

Manage Folders...

You've just received a new submission to your Contact Form.

**Submitted Information:**

**Name**  
Regina Teriogo

**Address or Town**  
1 Chaple Ave. Jersey City, NJ 07305

**Phone Number(s)**  
201-547-5003

**Email**  
Rterriogo@icni.org

**Comment**  
Hello, I work for the Jersey City Department of Recreation. We are doing research on Yoga Instructors. Can you please e-mail me the rate of a yoga instructor. I appreciate you taking the time to do this. Thanks for your cooperation Regina

This email has been scanned by the Symantec Email Security.cloud service.  
For more information please visit <http://www.symanteccloud.com>

OJAS YOGA  
 9019 Old River Rd.  
 North Bergen, NJ  
 07047  
 201-927-2519



**Prices for 1-on-1 Private at the Studio (call for pricing for privates in your home or office):**

- Basic 1 hour \$ 80.00
- 5 Class Private Card – 1 hr sessions with same teacher \$320.00
- 1-on 1 (1 hr 15 min) \$100.00
- 1-on 1 (1 hr 30 min) \$125.00

Email [info@shantiyogashala.org](mailto:info@shantiyogashala.org) ([mail:info@shantiyogashala.org](mailto:info@shantiyogashala.org)) for more information or to schedule a session. Cancellations without 24 hour advance notice will be subject to 50% of appointment cost fee.

**Small Group Privates**

Are you and your friends, family, co-workers or employees stressed out? Refresh yourself and the people in your live with a custom designed yoga class held at our beautiful and very peaceful studio. Or schedule your next event, Birthday Party, Bachelorette Party, etc as a small group private!

**Prices for Small Group Privates at the studio (call for information about scheduling a small group private in your home or office)**

- 1 Hour, 2-3 people: \$100, \$10 additional dollars for every student above 3. Groups of 5+ Flat rate of \$175 for one hour.
- 1 hour and 15 minutes, 2-3 people: \$125, \$10 additional dollars for every student above 3. Groups of 5+ Flat rate of \$200.
- 1 hour and 30 minutes, 2-3 people: \$150, \$10 additional dollars for every student above 3. Groups of 5+ Flat rate of \$225.

Would you rather offer them classes as a perk? To take advantage of whenever they want? Set up corporate accounts where the employers and employees take class at the company's expense. Contact us at (215-923-9642 or email [info@shantiyogashala.org](mailto:info@shantiyogashala.org) ([mail: info@shantiyogashala.org](mailto:info@shantiyogashala.org)))for more details. Cancellations without 24 hour advance notice will be subject to 50% of appointment cost fee.

**The In-class Private**

Try this state of the art experience in physical, mental, emotional and spiritual tuning: The In-Class Private. In the comfort of the hands of a certified Shanti Yoga Shala teacher, you are guided in each and every movement during the experience of a

Shanti Yoga and Ayurveda  
1638 Pine Street, 1st Floor,  
Philadelphia Pa 19103  
[www.shantiyogaandayurveda.com](http://www.shantiyogaandayurveda.com)  
t. 215-923-9642 / e. [info@shantiyogaandayurveda.com](mailto:info@shantiyogaandayurveda.com)

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Designed by [bavotasan.com](https://themes.bavotasan.com/) (<https://themes.bavotasan.com/>).



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1332755 FOR LESTER,CAROL IS VALID.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2016

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> Venbrook Ins. Services CA License OD80832 6320 Canoga Ave. 12th Flr. Woodland Hills CA 91367	<b>CONTACT NAME:</b> Sports <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Philadelphia Indemnity Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Philadelphia Indemnity Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A Philadelphia Indemnity Insurance														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Carol Lester, DBA: Carol Lester Productions Yoga-ssaga, ABCsingWithMe, BubbleQueenMusic 110 Morris Street, #3F Jersey City NJ 07302														


**COVERAGES**      **CERTIFICATE NUMBER:** CL1610551100      **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.

INSH LTR	TYPE OF INSURANCE	ADDL SUBR INSP 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 <input checked="" type="checkbox"/> Professional Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VB2M5M21069	10/5/2016	10/5/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Employee Benefits \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*10 Day Notice of Cancellation for Non-Payment of Premium. Certificate Holder is named as Additional Insured as respects General Liability as per policy forms and conditions.

<b>CERTIFICATE HOLDER</b> Ocean Towers 425 Ocean Ave. Jersey City, NJ 07305	<b>CANCELLATION</b> 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 K Fierro/EALONZ 
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ACORD 25 (2014/01)

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INS025 (201401)

**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.gov/dpa/contractaudit/contractaudit/aa302e.pdf>

**SECTION A - COMPANY IDENTIFICATION**

1. TYPE OF CONTRACT	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 1
4. COMPANY NAME Carol Lester or Carol Lester Productions		
5. STREET 110 Morris Street	CITY Morris	COUNTY Hudson
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		STATE NJ
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		ZIP CODE 07302
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE				FEMALE						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (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? <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 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) Carol Lester	SIGNATURE <i>Carol Lester</i>	TITLE owner	DATE MO DAY YEAR 3 24 17
17. ADDRESS NO. & STREET 110 Morris Street	CITY Morris	COUNTY Hudson	STATE NJ
ZIP CODE 07302		PHONE (AREA CODE, NO. EXTENSION) 557 358-2125	

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-329 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 : Carol Lester Carol Lester Productions  
Address : 110 Morris Street JF Jersey City 07302  
Telephone No. : 551-358-2125  
Contact Name : Carol Lester

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.

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: Carol Lester, owner  
Representative's Signature: \_\_\_\_\_  
Name of Company: Carol Lester or Carol Lester Productions  
FEL No.: 551 358 2135 Date: 3/24/17

**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): Carol Lester, OWNER

Representative's Signature: \_\_\_\_\_

Name of Company: Carol Lester x Carol Lester Productions

Tel. No.: (551) 258-2135 Date: 3/24/17



**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 Carol Lester or Carol Lester Productions (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: Carol Lester or Carol Lester Productions

Signed: Carol Lester Title: Owner

Print Name: Carol Lester Date: 3/29/17

Subscribed and sworn before me  
this 24<sup>th</sup> day of March, 2017.

My Commission expires:

Nicholas Cavaluzzi  
(Affiant)  
Nicholas Cavaluzzi VP  
(Print name & title of affiant) (Corporate Seal)

**NICHOLAS CAVALUZZI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires Aug. 05, 2019**

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	Carol Lester or Carol Lester Productions		
Address:	110 Morris Street 2F		
City:	Jersey City	State:	NJ
		Zip:	07310

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.

	Carol Lester	3/24/17
Signature	Printed Name	Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Carol Lester	Steve Ryan		\$ 20.00
Carol Lester	Rebecca Givens		20.00
Carol Lester	Joey Williams		20.00

Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**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: Carol Lester or Carol Lester Productions  
 Signed: [Signature] Title: OWNER  
 Print Name: Carol Lester Date: 3/29/17

Subscribed and sworn before me this 24<sup>th</sup> day of MARCH, 2017  
 My Commission expires:  
[Signature] (Affiant)  
Nicholas Cavalizzi VP (Print name & title of affiant) (Corporate Seal)

**NICHOLAS CAVALIZZI**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires Aug.05, 2019

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

City Clerk File No. Res. 17-310

Agenda No. 10.X.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CORPORATE TRANSLATION SERVICES D/B/A CTS LANGUAGE LINK FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH 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 enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the 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**, Resolution 15-158 approved on March 11, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Purchasing Agreement with the National Association of State Purchasing Officials (NASPO); and

**WHEREAS**, telephone-based interpreter services are needed by the Department of Public Safety, Division of Police; and

**WHEREAS**, the NASPO Value Point awarded a contract to Corporate Translation Services D/B/A CTS Language Link, for services that the City desires to purchase; and

**WHEREAS**, the Department of Public Safety, Division of Police wishes to purchase telephone-based interpreter services from CTS Language Link, 701 NE 136<sup>th</sup> Avenue, #200, Vancouver, Washington 98684 who is in possession of NASPO contract 50-000-14-00002AA; and

**WHEREAS**, the total amount of the contract is \$25,000.00; and

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

**WHEREAS**, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

(Continued on page 2)

City Clerk File No. Res. 17-310  
Agenda No. 10-X. APR 12 2017

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CORPORATE TRANSLATION SERVICES D/B/A CTS LANGUAGE LINK FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH 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:

1. A contract in the amount of \$25,000.00 is awarded to Corporate Translation Services D/B/A CTS Language Link for telephone-based interpreter services.
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
3. The term of the contract shall be effective April 1, 2017 through March 31, 2018.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 and 2018 fiscal year temporary and permanent budgets.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

<b>Dept of Public Safety, Police Operating Acct.</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Temp Enc.</b>
01-201-25-271-314	124401	\$25,000.00	\$5,000.00

APPROVED: Peter Folgard, Director of Purchasing,  
OPA, RPPO

March 7, 2017  
Date

PF/pv  
3/7/17

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

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

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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 CORPORATE TRANSLATION SERVICES D/B/A CTS LANGUAGE LINK FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF COMMUNICATIONS THROUGH NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION**

**Initiator**


Department/Division	Public Safety	Communications and 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.)

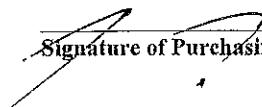
**Resolution Purpose**

To provide interpreter services for 911 call takers at the Bishop Street Communications and Technology Center at reduced rates.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/22/17  
Date

  
Signature of Purchasing Director

3/22/17  
Date

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING PROGRAM**  
**Telephone Based Interpreter Services**  
**Administered by the State of New Mexico (hereinafter "Lead State")**

**MASTER AGREEMENT**  
Corporate Translation Services, Inc., dba CTS LanguageLink  
Master Agreement No: 50-000-14-00002AA  
(hereinafter "Contractor")

And

State of New Mexico  
(hereinafter "Participating State/Entity")

Page 5 of 6

**Contractor**

Name	Alan Bloch
Address	911 Main St., #10
Telephone	360-433-0426
Fax	360-433-0426
E-mail	Alan.bloch@ctslanguageLink.com

**Participating Entity**

Name	Angelica Lopez
Address	1100 St. Francis Dr., Rm. 2016, Santa Fe, NM 87501
Telephone	(505) 827-0425
Fax	(505) 827-2484
E-mail	angelica.lopez@state.nm.us

6. **Subcontractors:** All CTS LanguageLink dealers and resellers authorized in the State of New Mexico, as shown on the dedicated **CTS LanguageLink** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The **CTS LanguageLink** 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 Agreement as of the date of execution by:

STATE OF NEW MEXICO  
General Services Department

Corporate Translation Services, Inc., dba CTS  
LanguageLink  
(Contractor)

(Signature)

BY: Edwynn L. Burekle

TITLE: Cabinet Secretary

(Signature)

BY: Alan Bloch

TITLE: Controller

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID NO.: ( 03-314992-00-5 )

BY: Conover J. Pearson

DATE: 3/3/15

This Agreement has been approved by the State Purchasing Agent of New Mexico:

[Signature]  
State Purchasing Agent

3/4/15  
Date



**Patricia Vega**

---

**From:** NASPO ValuePoint [team@NASPOValuePoint.org]  
**Sent:** Wednesday, February 15, 2017 8:33 PM  
**To:** Patricia Vega  
**Subject:** Telephone Based Interpreters Contracts extended to March 2018.

Hello

The three Telephone Based Interpreter Contracts have been extended to March 4, 2018. You may find copies of the extension documents posted on the NASPO ValuePoint website.

Best regards,

Tim Hay, CPPB, CGTP  
Cooperative Development Coordinator



thay@naspovaluedpoint.org  
508-428-5705  
www.naspovaluedpoint.org

## 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	Bwe	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
Chuukese	Hebrew	Malay	Serbo Croatian	Urdu
Chiu-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			



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:  
000055416  
Corporate Translation Services, Inc.  
dba CTS LanguageLink  
911 Main St., Ste. 10  
Vancouver, WA 98660  
  
Telephone No. (360) 433-0426

Price Agreement Number: 50-000-14-00002AA

Price Agreement Amendment No.: One

Term: March 4, 2015 – March 4, 2017

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Procurement Specialist: Angelica Lopez

Telephone No.: (505) 827-0425

Invoice:  
As Requested

Title: Telephone Based Interpreter Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Section 3 – Term of the Master Agreement is corrected to reflect a total contract term of five (5) years.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 05/07/15

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472  
AL

**Patricia Vega**

---

**From:** George Schoeck [George.Schoeck@ctslanguagelink.com]  
**Sent:** Wednesday, March 08, 2017 11:09 AM  
**To:** Patricia Vega  
**Subject:** RE: CTS Language Link

Hi Patricia – Our contracted rate for ALL 240+ languages for over the phone interpretation is \$.62 per minute.

*Sincerely,*  
**George Schoeck**  
NASPO Government Account Executive

**CTS LanguageLink**  
*We speak your customer's language*  
T: (800) 208-2620 ext. 401  
P: (360) 433-0401  
F: (360) 433-0401

[email](#) | [website](#)

**What Businesses Are Saying About Us?**

CONFIDENTIALITY NOTICE: This message is intended for the sole use of the addressee. It may contain information that is privileged, confidential, private, and/or protected from disclosure under applicable law. If you are not the addressee, you are hereby notified you may not use, copy, disclose, or distribute to anyone the message, any information contained in the message, and/or any information attached to the message. If you are not the addressee, please immediately advise the sender by reply email and destroy all copies of this message. Thank you.

---

**From:** Patricia Vega [mailto:VegaP@jcnj.org]  
**Sent:** Wednesday, March 08, 2017 10:15 AM  
**To:** George Schoeck <George.Schoeck@ctslanguagelink.com>  
**Subject:** RE: CTS Language Link

George, what is the p/minute rate for Spanish and all other languages?

---

**From:** George Schoeck [mailto:George.Schoeck@ctslanguagelink.com]  
**Sent:** Tuesday, March 07, 2017 2:33 PM  
**To:** Patricia Vega  
**Subject:** RE: CTS Language Link

Yes I can ... No problem

*Sincerely,*  
**George Schoeck**  
NASPO Government Account Executive

**CTS LanguageLink**  
*We speak your customer's language*  
T: (800) 208-2620 ext. 401  
P: (360) 433-0401  
F: (360) 433-0401

[email](#) | [website](#)

## What Businesses Are Saying About Us?

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---

**From:** Patricia Vega [mailto:VegaP@jcnj.org]  
**Sent:** Tuesday, March 07, 2017 2:29 PM  
**To:** George Schoeck <George.Schoeck@ctslanguagelink.com>  
**Subject:** RE: CTS Language Link  
**Importance:** High

George, can you please complete and return before Thursday 3/9/17?

It's required for our EEO Division.

Thanks!

---

**From:** George Schoeck [mailto:George.Schoeck@ctslanguagelink.com]  
**Sent:** Tuesday, March 07, 2017 2:26 PM  
**To:** Patricia Vega  
**Subject:** CTS Language Link

Hi Patricia – I am your account Executive for CTS LanguageLink.  
I would love to talk to you and explain our program to you.

Thanks so much

You may reach me at 360-433-0401

*Sincerely,*  
**George Schoeck**  
**NASPO Government Account Executive**

**CTS LanguageLink**  
*We speak your customer's language*  
T: (800) 208-2620 ext. 401  
P: (360) 433-0401  
F: (360) 433-0401

[email](#) | [website](#)

## What Businesses Are Saying About Us?

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## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CORPORATE TRANSLATION SERVICES INC  
**Trade Name:** CTS LANGUAGELINK  
**Address:** 701 NE 136TH AVE #200  
VANCOUVER, WA 98684-6937  
**Certificate Number:** 0900797  
**Effective Date:** July 18, 2000  
**Date of Issuance:** March 13, 2017

**For Office Use Only:**

20170313155510447

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

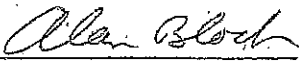
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Corporate Translation Services, Inc. dba CTS LanguageLink		
Address:	701 NE 13th Ave #200		
City:	Vancouver	State:	WA
		Zip:	98684

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.

	Alan Bloch	Controller
Signature	Printed Name	Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NA			\$

Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Michael Yun
Lavarro for Councilman	Osborne for Council
Friends of Joyce Watterman	Chris Gadsden Ward B
Friends of Daniel Rivera	Jermaine Robinson Ward F
Gajewski for Council	
Friends of Richard Boggiano	

**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
Jeffrey Barger, COO 49%	Vancouver, WA
Roberta Barger, CFO 51%	Vancouver, WA

**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: Corporate Translation services, Inc. dba CTS LanguageLink

Signature of Affiant: *Alan Bloch* Title: Controller

Printed Name of Affiant: Alan Bloch Date: 03/08/2017

Subscribed and sworn before me this 9 day of March, 2017.

My Commission expires: Jan. 1, 2020

*Linda Momeny*  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Corporate Translation Services, Inc. dba CTS LanguageLink (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** 03/08/2017 (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 CTS LanguageLink (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: Corporate Translation Services, Inc. dba CTS LanguageLink

Signed: Alan Bloch Title: Controller

Print Name: Alan Bloch Date: 03/08/2017

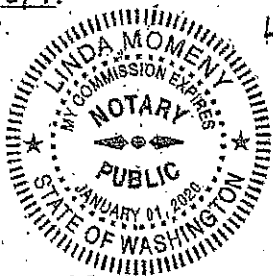
Subscribed and sworn before me  
this 9 day of Mar, 2017.

My Commission expires:

Jan 1, 2020

Linda Momeny  
(Affiant)

LINDA MOMENY, Sr. Acct.  
(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.**

**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): Alan Bloch, Controller

Representative's Signature: 

Name of Company: Corporate Translation Services, Inc. dba CTS LanguageLink

Tel. No.: 360-433-0426

Date: 03/08/2017

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Alan Bloch, Controller  
Representative's Signature: Alan Bloch  
Name of Company: Corporate Translation Services, Inc dba CTS LanguageLink  
Tel. No.: 360-433-0441 Date: 03/08/2017

**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: Corporate Translation Services, Inc dba CTS LanguageLink  
Address: 701 NE 136th Ave, Suite 200 Vancouver, WA 98684  
Telephone No.: 360-433-0441  
Contact Name: Alan Bloch, Controller

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**State of New Jersey**  
**Division of Public Contracts Equal Employment Opportunity Compliance**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 118	
4. COMPANY NAME Corporate Translation Services, Inc. dba CTS LanguageLink						
5. STREET 701 NE 136th Ave, Suite #200		CITY Vancouver	COUNTY Clark	STATE WA	ZIP CODE 98684	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None			CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ    0						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT    118						
10. PUBLIC AGENCY AWARDED CONTRACT The City of New Brunswick		CITY New Brunswick	COUNTY Middlesex	STATE NJ	ZIP CODE 08903	
Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER			

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	All Employees		***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	14	4	10	1				3	1	2		1	6
Professionals	3	3	0					3					
Technicians	2	2	0					2					
Sales Workers	12	6	6				1	5					6
Office & Clerical	73	20	53	1	1		1	17		4		3	46
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers	14	10	4		7		3			3		1	
<b>Total</b>	<b>118</b>	<b>45</b>	<b>73</b>	<b>2</b>	<b>8</b>		<b>5</b>	<b>30</b>	<b>1</b>	<b>9</b>		<b>5</b>	<b>58</b>
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? HR Data collection from Employment forms		14. IS THIS THE FIRST Employee Information Report Submitted? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: 2/15/17    TO: 2/28/17			

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Patti Gossar		SIGNATURE 	TITLE Human Resources MGR	DATE March 7, 2017	
17. ADDRESS NO. & STREET 701 NE 136th Ave, Suite 200	CITY Vancouver	COUNTY Clark	STATE WA	ZIP CODE 98684	PHONE, AREA CODE, NO. 360-433-0426

I certify that the information on this form is true and correct.

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

City Clerk File No. Res. 17- 311

Agenda No. 10.Y.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN INDEMNIFICATION AGREEMENT WITH LIBERTY STATE PARK AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE FOR THE CONTINUED USE OF LIBERTY STATE PARK BY THE CITY OF JERSEY CITY AS A VENUE FOR VARIOUS CULTURAL AND ENTERTAINMENT EVENTS**

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

**WHEREAS**, various departments within the City of Jersey City ("City"), through the Mayor's Office / Office of Cultural Affairs, conducts various events from July 1, 2017 to July 1, 2018 at Liberty State Park ("LSP"); and

**WHEREAS**, the City desires to use LSP and its facilities for these special events that include, but are not limited to, the Summerfest Concert Series, the Fourth of July, Fireman/ Police Award Ceremonies and Fireman's Picnic, the Carlos Negron Run as well as various other City events ; and

**WHEREAS**, LSP requires an indemnification agreement and a certificate of insurance from the City; and

**WHEREAS**, the agreement will specify the City's responsibilities in reference to these facilities including an indemnification and hold harmless clause in which LSP cannot be held liable for injuries received by participants at these events or property damage to the facility itself;

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

1. The Mayor or Business Administrator is authorized to execute the indemnification agreement attached hereto indemnifying LSP for the use of its facility by the City's Office of Cultural Affairs for various activities for the period of July 1, 2017 to July 1, 2018.
2. The Risk Manager is authorized to issue to LSP a Certificate of Insurance naming Liberty State Park as an additional insured on the City's general liability policy for the use of its facility for these activities.

  
 \_\_\_\_\_  
 Elizabeth Cain, Director of Cultural Affairs

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

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

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

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

Certification Required

Not Required

APPROVED 7-0


R.B.  
4-6-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 \_\_\_\_\_  
 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 EXECUTE AN INDEMNIFICATION AGREEMENT WITH LIBERTY STATE PARK AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE FOR THE CONTINUED USE OF LIBERTY STATE PARK BY THE CITY OF JERSEY CITY AS A VENUE FOR VARIOUS CULTURAL AND ENTERTAINMENT EVENTS.

**Initiator**

Department/Division	Mayor's Office	Office of Cultural Affairs
Name/Title		Elizabeth Cain / Director of Cultural Affairs
Phone/email		(201) 547-4303 / ecain@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 is to insure the continued use of Liberty State Park by the City of Jersey City as a venue for various cultural and entertainment events that benefit the residents of the City of Jersey City. These events include the Summerfest Concert Series, the 4<sup>th</sup> of July Celebration, the Fireman/Police Award Ceremonies, the Fireman Picnic, the Carlos Negron Run as well as various other City events from July 1, 2017 to July 1, 2018.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/5/17  
Date

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered into on this \_\_\_\_ of \_\_\_\_\_, 2017, by the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and Department of Environmental Protection, Division of Parks and Forestry and Liberty State Park (hereafter referred to as "LSP") 200 Morris Pesin Drive, Jersey City, NJ 07305

WHEREAS, various departments within the City through the Mayor's Office and Office of Cultural Affairs desire to conduct special events at LSP; and

WHEREAS, Liberty State Park will permit the City to use its facilities provided the City provides indemnification and issues a certificate of insurance which lists LSP as an additional insured; and

WHEREAS, the City will use LSP for various events from July 1, 2017 to July 1, 2018.

NOW, THEREFORE, in consideration of LSP agreement to permit the City to use its facilities, the City hereby agrees as follows:

- 1) The City agrees to assume any and all risk of loss or damage of any kind whatsoever caused by the City's sole negligence to property or injury to or death including wrongful death of persons arising out of or in connection with the City's use of LSP. The City further agrees to indemnify and hold harmless LSP, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the City shall, at no cost or expense to LSP, defend against such claims.
- 2) 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.
- 3) The term of this Agreement is one year commencing on its execution date.

ATTEST: City of Jersey City

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

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

Robert Kakoleski, Business Administrator



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

City Clerk File No. Res. 17-312  
 Agenda No. 10.Z.  
 Approved: APR 12 2017  
 TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMUNITY AFFAIRS FOR FUNDING UNDER THE RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES GRANT**

**COUNCIL**  
 of the following resolution:

offered and moved adoption

**WHEREAS**, the City of Jersey City (City) has been awarded a grant from the New Jersey Department of Community Affairs, Division of Community Resources, for funding under the Recreational Opportunities for Individuals with Disabilities (ROID) in the amount of \$20,000; and

**WHEREAS**, the City would like to enter into an agreement to accept these funds from the New Jersey Department of Community Affairs to assist in providing recreational opportunities to all residents; and

**WHEREAS**, the grant will be utilized to continue to provide recreational opportunities for the Summer Fun Project G.L.A.D. Special Needs Program; and

**WHEREAS**, the ROID Grant will provide services for approximately 100 Special Need Children throughout the City; and

**WHEREAS**, the City is required to provide and document matching funds expenditures equal to 20% local match, in the amount of \$4,000; and

**WHEREAS**, the grant will provide opportunities for Special Need Children for the summer months commencing on July 1, 2017 and ending June 30, 2018.

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

1. Steven Fulop, Mayor, is hereby authorized to execute a grant agreement with the New Jersey Department of Community Affairs Division of Community Resources, for funding under the Recreational Opportunities for Individuals with Disabilities (ROID) in the amount of \$20,000; and
2. The Office of Management and Budget is authorized to establish an account in the amount of \$24,000, which includes the local match of \$4,000, for the Recreational Opportunities for Individuals with Disabilities Grant.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM [Signature]  
 Corporation Counsel  
 Certification Required   
 Not Required  **APPROVED 7-0**

R.R.  
4-3-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
Gadsden	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

Sent Email

Application 2017-05157-0030  
 Email To lvarsalona@jcnj.org  
 Email CC'ed Albert.Rivera@dca.state.nj.us  
 Email From sageadmin@dca.state.nj.us  
 Subject Agency Award Single  
 Message



**State of New Jersey**  
 DEPARTMENT OF COMMUNITY AFFAIRS  
 101 SOUTH BROAD STREET  
 PO Box 801  
 TRENTON, NJ 08625-0801

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

December 23, 2016

[Via Email: lvarsalona@jcnj.org]  
 The Honorable Steven Fulop  
 Mayor, Jersey City  
 280 Grove Street  
 Jersey City, NJ 07302-3610

Dear Mayor Fulop:

On behalf of governor Chris Christie and the New Jersey Department of Community Affairs, I am pleased to receive a Rec Opps For Individuals with Disabilities grant of \$20,000. This award will provide funds to provide youth with disabilities in Jersey City.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Jersey City with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the agreement are incurred solely at the risk of the grant recipient should funding not be available to support the project. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Div Resources at (609) 633-6265.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

Charles A. Richman  
 Commissioner

Date Initiated 12/23/2016 11:27:58 AM

**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 DEPARTMENT OF RECREATION TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE FY 2017 RECREATIONAL OPPORUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) GRANT PROGRAM

**Initiator**


Department/Division	Recreation Department	Grants
Name/Title	Kevin Williamson	Director
Phone/email	201-547-4446	KWilliamson@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 accept grant funding from the New Jersey Department of Community Affairs under the Fiscal Year 2017 recreational opportunity for individuals with disability (ROID) grant program. This funding will provide services that will benefit individuals with disabilities through providing recreational activities, and group outings.

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

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

3-30-17  
**Date**

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

City Clerk File No. Res. 17-313

Agenda No. 10.Z.1.

Approved: APR 12 2017

TITLE:



**RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2017 GRANT**

**COUNCIL**  
following resolution.

Offered and moved adoption of the

**WHEREAS**, distracted driving is a danger on our roadways and is an irresponsible act that can end a life within a matter of seconds due to a simple text or phone call; and

**WHEREAS**, the New Jersey Division of Highway Traffic Safety has recognized there is a need to deter and enforce distracted driving; and

**WHEREAS**, the Jersey City Police Department was awarded \$5,500.00 to be utilized for traffic enforcement overtime during the Distracted Driving 2017 Statewide Crackdown time period from April 1-21, 2017, and

**WHEREAS**, officers with a specialization in traffic safety will conduct enforcement for distracted driving violations including texting and cell phone use; and

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

1. The City of Jersey City is authorized to accept the \$5,500.00 from the New Jersey Department of Law and Public Safety, the New Jersey Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for overtime enforcement activities as it relates to this traffic safety campaign.

APPROVED: *Jeannie Cole*

APPROVED AS TO LEGAL FORM B.R.  
2-31-17

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Rólando 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 TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2017 GRANT**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

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

**Contract Purpose**

The Jersey City Police Department has received an award in the amount of \$5,500.00 from the New Jersey Division of Highway Traffic Safety to conduct enforcement during the Distracted Driving Campaign, April 1-21<sup>st</sup>.

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

Grant Funds

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

April 1 – 21, 2017

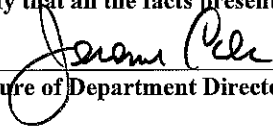
Type of award

If "Other Exception", enter type

**Additional Information**

Not Applicable

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/24/17  
Date

Jersey City

MOB-DDC-2017-Jersey City-00222

Contract Agreement

Project Title 2017 Distracted Driving Crackdown. U Drive. U Text. U Pay.  
Grant Number DD-17-45-01-DD-76  
Federal Fiscal Year 2017  
Amount Awarded \$5,500  
Funding Source SECTION 405-NATIONAL PRIORITY SAFETY PROGRAMS-CFDA 20.616  
Project Period From 4/1/2017 to 4/21/2017

Project Director Jaclyn Marcazo  
Financial Officer Donna Mauer  
Authorizing Official Steven Fulop

In accordance with the provisions of 23 U.S.C. Chapter 4, the Highway Safety Act of 1966 as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

I the Project Director agree to the Terms and Conditions above

Additional approval information (if applicable) is attached here



**JERSEY CITY POLICE DEPARTMENT**  
**GRANTS OFFICE**

1 JOURNAL SQUARE PLAZA, 4<sup>TH</sup> FLOOR  
JERSEY CITY, NEW JERSEY 07306  
201-547-4736 FAX 201-547-5213

TO: Isabelle Procaccino, Law Department  
FROM: Sgt. Jaclyn Marcazo  
DATE: March 29, 2017  
SUBJECT: Distracted Driving Grant – Resolution to Accept

Dear Sir,

The New Jersey Division of Highway Traffic Safety has awarded the Police Department \$5,500 for the FY 2017 Distracted Driving Grant in the amount of \$5,500.

Attached is the Fact Sheet and Resolution to Apply for this grant.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jaclyn Marcazo".

Sgt. Jaclyn Marcazo

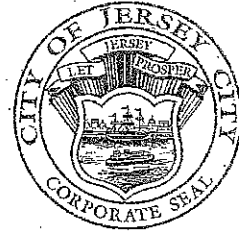
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-314

Agenda No. 10.Z.2.

Approved: APR 12 2017

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING AND AUTHORIZING THE SUBMISSION/APPROVAL TO THE URBAN ENTERPRISE ZONE AUTHORITY FOR A REVISION OF THE URBAN ENTERPRISE ZONE BOUNDARY MAP

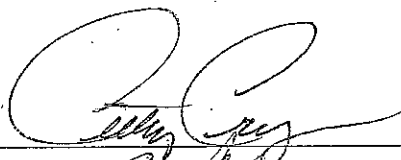
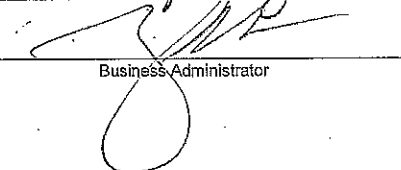
**Council** offered and moved adoption of the following resolution:

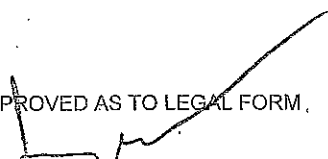
**WHEREAS**, the City of Jersey City and the Jersey City Economic Development Corporation (JCEDC) have prepared a revision to the Urban Enterprise Zone boundaries for submission to the Urban Enterprise Zone Authority; and

**WHEREAS**, the sole purpose of this revision is to reinclude 319 Tonnele Avenue, a self storage facility, and 455 Third Street, Jewel Electric, on the UEZ Boundary Map.

**WHEREAS**, this revision is to correct errors that occurred during previous zone boundary modifications.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City hereby authorizes and directs submission of said Urban Enterprise Zone boundary revision to the New Jersey Urban Enterprise Zone Authority.

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM,   
 Corporation Counsel  
 Certification Required   
 Not Required


APPROVED 7-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING AND AUTHORIZING THE SUBMISSION/APPROVAL TO THE URBAN ENTERPRISE ZONE AUTHORITY FOR A REVISION OF THE URBAN ENTERPRISE ZONE BOUNDARY MAP

**Initiator**

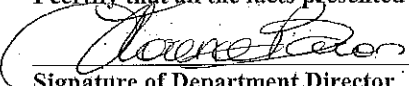
Department/Division	Jersey City Economic Development Corporation	
Name/Title	Florence Baron, Development Officer	
Phone/email	201-333-7797/fbaron@jcedc.org	

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

**Resolution Purpose**

This revision to the UEZ boundary map is for the sole purpose of reincluding two business locations into the UEZ, 319 Tonnele Avenue Self Storage Facility and 455 Third Street (Jewel Electric Supply).

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/22/17  
Date

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

City Clerk File No. Res. 17-315  
 Agenda No. 10.Z.3  
 Approved: APR 12 2017



TITLE:

**A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY COMMEMORATING THE GAY OFFICERS ACTION LEAGUE (G.O.A.L.) ON THE OCCASION OF THEIR 35<sup>TH</sup> ANNIVERSARY**

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

**WHEREAS**, the Gay Officers Action League (G.O.A.L.) was formed in April of 1982 as the first organization in the world chartered to address the unique needs of Lesbian, Gay, Bisexual, Transgender and Queer "LGBTQ" law enforcement personnel; and

**WHEREAS**, G.O.A.L.'s mission is to support active duty and retired LGBTQ law enforcement officers and other personnel of recognized law enforcement institutions, as well as promote a positive relationship between the law enforcement community and the LGBTQ community through a variety of community services and educational forums emphasizing justice, equity, and equality; and

**WHEREAS**, since its inception, G.O.A.L. has fought tirelessly for the rights of LGBTQ law enforcement personnel, assisting them as they fight discrimination, harassment and disparate treatment in the workplace; and

**WHEREAS**, in addition to its work on behalf of LGBTQ law enforcement officers and personnel, G.O.A.L. also provides education and sensitivity training for non-LGBTQ law enforcement officers and personnel in order to promote understanding and cooperation between the two; and

**WHEREAS**, G.O.A.L. also serves as a fraternal organization that promotes friendship and camaraderie among its membership and provides a forum where LGBTQ law enforcement officers and other personnel can feel free to discuss their concerns in a comfortable atmosphere free from reprisals; and

**WHEREAS**, today, thirty-five years after its inception, G.O.A.L. is an international organization with chapters in cities all over the world; and

**WHEREAS**, through its work in law enforcement community, G.O.A.L. has helped to advance the rights of LGBTQ everywhere and its efforts to promote justice, equity, and equality are worthy of celebration

**NOW THEREFORE BE IT RESOLVED THAT** the Municipal Council of the City of Jersey City hereby congratulates G.O.A.L. on the occasion of its 35<sup>th</sup> anniversary and wishes it continued success and good fortune in the future.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
 COMMEMORATING THE GAY OFFICERS ACTION LEAGUE (G.O.A.L.) ON THE  
 OCCASION OF THEIR 35<sup>TH</sup> ANNIVERSARY**

**Initiator**

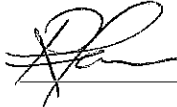
Department/Division	Office of the Municipal Council	Office of the Municipal Council President
Name/Title	Rolando R. Lavarro, Jr.	Municipal Council President
Phone/email	201-547-5268	rlavarro@cnj.org

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

**Resolution Purpose**

The Gay Officers Action League (G.O.A.L.) was formed in April of 1982 as the first organization in the world chartered to address the unique needs of Lesbian, Gay, Bisexual, Transgender and Queer "LGBTQ" law enforcement personnel. This Resolution honors them on the occasion of their 35<sup>th</sup> Anniversary.

I certify that all the facts presented herein are accurate.



Municipal Council President

April 5, 2016

Date

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

City Clerk File No. Res. 17-316

Agenda No. 10.Z.4.



## WITHDRAWN

### RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

COUNCIL  
the following resolution:

offered and moved adoption of

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City a Community Services Block Grant, No. 2017-05235-0271-00; and

**WHEREAS**, the New Jersey Department of Community Affairs awarded funds to the City in two (2) separate allocations: Initial allocation \$233,394.00 and second allocation \$296,561.00 for a total grant award of \$529,955.00; and

**WHEREAS**, the City is prepared to enter into program contracts for the two (2) allocations for activities proposed in the City's CSBG application; and

**WHEREAS**, this allocation of \$529,955.00 represents a portion of the overall anticipated allocation of approximately \$933,576.00; and

**WHEREAS**, the City of Jersey City recognizes and accepts that the Department of Community Affairs may offer a lesser or greater amount upon receipt of the Grant Agreement from DCA; and

**WHEREAS**, upon receiving a commitment from the Department of Community Affairs for the balance of the funding anticipated, the Division of Community Development will increase these contracts to reflect the full funding identified on the following page; and

**WHEREAS**, the operation of the activities proposed in the City of Jersey City's application requires that we subcontract with the agencies listed on the attached page; and

**WHEREAS**, the City of Jersey City has solicited competitive proposals for the provision of these services; and

**WHEREAS**, the Department of Community Affairs has approved services proposed by the subgrantees listed on the attached page; and

**WHEREAS**, this grant will be effective for the period of January 1, 2017 through December 31, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Services Block Grant Program and to execute amendments and modifications to agreements during the year.

**BE IT FURTHER RESOLVED** that upon receipt of full funding from the New Jersey Department of Community Affairs, the Mayor or Business Administrator, through its Division of Community Development, may increase contracts to reflect the full funding identified on the following page.

City Clerk File No: Res. 17-316

Agenda No. 10.7.4.

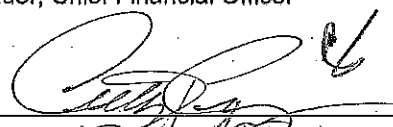
TITLE:

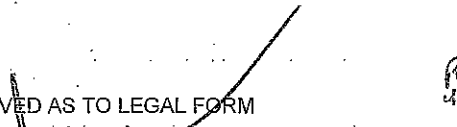
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES  
BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2017 THROUGH  
DECEMBER 31, 2017**

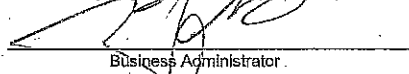
AGENCY	INITIAL PLUS SECOND	FINAL	FUNDING LEVEL	P.O. NUMBER	OBJECT CODE
Administration	68,981	55,473	124,454	ADMIN	101
Educational Arts Team	34,200	25,800	60,000		978
Grace Van Vorst Community Services (Breakfast Plus)	8,848	8,728	15,576		816
Hudson Community Enterprises	11,400	8,600	20,000		961
Jersey City Dept. of Health & Human Services (Senior Nutrition)	114,000	86,000	200,000		905
Jersey City Employment & Training Commission	71,386	54,160	125,546		513
Jersey City Free Public Library (TASC)	11,950	9,050	21,000		514
Jersey City Free Public Library (Succeeding at Work & Life)	29,640	22,360	52,000		604
Let's Celebrate, Inc. (Food Security Network)	28,500	21,500	50,000		979
New City Kids, Inc.	27,360	20,640	48,000		506
Puertorriquenos Asociados for Community Organization (P.A.C.O.)	9,690	7,310	17,000		980
Salvation Army Jersey City Corps Community Center (After School Program)	34,200	25,800	60,000		981
Salvation Army Jersey City Corps Community Center (Basic Needs)	21,660	16,340	38,000		908
Startling Points, Inc. (Project Handshake II)	28,500	21,500	50,000		NEW
The Sharing Place, Inc.	11,400	8,600	20,000		606
Urban League of HC (Coding Classes)	6,840	5,160	12,000		NEW
WomenRising, Inc. (Workforce)	11,400	8,600	20,000		924
<b>TOTAL</b>	<b>529,955</b>	<b>403,621</b>	<b>933,576</b>		

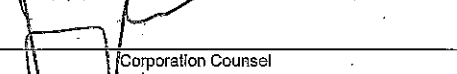
I hereby certify that funds in the amount of \$529,955.00 are available in Account No. 02-213-40-702 for this initial allocation

Donna Mauer, Chief Financial Officer

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification

Not Required

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017**

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Kiyada Pittman	Senior Program Analyst
Phone/email	201-547-5468	kpittman@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 Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

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

Grant Funds - \$529,955.00 (initial allocation).  
Expected total allocation of \$933,576.00

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

Grant Term is from January 1, 2017 –  
December 31, 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

4/3/17  
Date

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

City Clerk File No. Res. 17-317

Agenda No. 10.z.5.

Approved: APR 12 2017



**TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 394-396 HALLADAY STREET A/K/A BLOCK 15602, LOT 2**

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

**WHEREAS**, Jaime Santana and Alma Santana, the owners of 394-396 Halladay Avenue a/k/a Block 15602, Lot 2, f/k/a Block 2091, Lot 53 (Property), participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

**WHEREAS**, the owners received a \$52,000 HOME loan from the City on June 25, 1993 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the HOME loan was recorded as a second mortgage against the property on August 16, 1993 in Book 5191, at Page 106 in the Office of the Hudson County Register, subordinate to the owner's First Mortgage; and

**WHEREAS**, the City's mortgage self-amortizes provided that the homeowner resides in the property, does not sell the property, the property remains affordable to low and moderate income households during the restricted period of twenty (20) years, and the owners make a 95/5 payment to the City generally when the property is sold; and

**WHEREAS**, the appraised value of the Property is \$325,000.00; and

**WHEREAS**, the owners now desire to again refinance their First Mortgage with First Constitution Bank to pay off the Bank of America mortgage and take cash out; and

**WHEREAS**, in order to obtain the new First Mortgage, First Constitution Bank requires that the City's mortgage be made subordinate to its first mortgage; and

**WHEREAS**, the amount of the new first loan will be \$186,743; and

**WHEREAS**, the City's original mortgage dated June 25, 1993 in the amount of \$52,000 and re-recorded on August 16, 1993, will remain in second lien position; and

**WHEREAS**, the Division has reviewed the request for the City to subordinate its mortgages to the loan of First Constitution Bank and recommends that the City agree to the subordination since the fair market value of the property supports the amount of the new loan and the City's mortgage.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 394-396 Halladay Street, also known as Block 15602, Lot 2, f/k/a Block 2091, Lot 53, to the interests of a new first mortgage with First Constitution Bank in the amount of \$186,743.00, subject to the payoff of the Bank of America loan and clear title.

JM/he  
4/03/17

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMANN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

STATE OF NEW JERSEY  
COUNTY OF HUDSON

Prepared by: \_\_\_\_\_  
James M. LaBianca  
Asst. Corporation Counsel

### SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** is made this \_\_\_\_ day of April, 2017, by and among the following: Jaime and Alma Santana, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and First Constitution Bank, hereinafter referred to as "Lender".

### WITNESSTH

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

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

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

1. The Property subject to this Agreement is located at 394-396 Halladay Street, Jersey City, New Jersey a/k/a Block 15602, Lot 2, formerly known as Block 2091, Lot 53.
2. The superior debt is more fully described in a note in the original principal sum of \$186,743, and executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sum of \$52,000 executed by Borrowers on June 25, 1993, recorded on August 16, 1993 in Book 5191, at page 106, and made payable to the City of Jersey City (the Subordinating Party).
4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.



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

Executed this \_\_\_\_ day of April, 2017.

**CITY OF JERSEY CITY**

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

**STATE OF NEW JERSEY )**

**ss.:**

**COUNTY OF HUDSON )**

I CERTIFY that on April \_\_\_\_, 2017, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

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

\_\_\_\_\_  
James LaBianca  
Attorney at Law, N.J.

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

City Clerk File No. Res. 17-318

Agenda No. 10.Z. 6

Approved: APR 12 2017



**TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT TO SUBORDINATE CERTAIN CITY MORTGAGES AFFECTING THE PROPERTY KNOWN AS 16 BERGEN AVENUE, BLOCK 24901 LOT 5**

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

**WHEREAS**, in 2010 Jersey City Community Housing Corporation [JCCHC] sought to construct affordable housing on certain properties located at 16 Bergen Avenue, Block 24901 LOT 5 (the property); and

**WHEREAS**, on March 3, 2017 JCCHC received funding from Multi Group of Companies, LLC in the amount of \$311,000 to refinance the existing mortgage debt on the 16 Bergen Avenue property; and

**WHEREAS**, the Properties have appraised as follows:

- 1) 16 Bergen Avenue: \$1,200,000 (present value)

**WHEREAS**, the City's original HOME mortgage, in the amount of \$800,000, will remain in second position; and

**WHEREAS**, the remaining funding will be paid off and the project refinanced with a \$311,000 mortgage from Multi-Group of Companies, LLC, and

**WHEREAS**, City has already invested \$800,000 dollars in the project. The project is providing 12 units of affordable housing to the residents of Jersey City, NJ and the refinance will allow the project to operate in the black and have sufficient income to pay its operating expenses; and

**WHEREAS**, the City has reviewed the request to subordinate its mortgage to the loan of Multi Group of Companies, LLC and recommends that the City agree to the subordination since the appraised value of the property will support the amount of the new loan and the City's mortgage upon completion.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting the Properties known as 16 Bergen Avenue, Block 24901, Lot 5 to the interests of a new first mortgage with Multi Group of Companies, LLC.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 394-396 Halladay Street A.K.A. Block 15602, Lot 2 F.K.A Block 2091 Lot 53

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

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

**Resolution Purpose**

It is necessary for the City to subordinate its mortgage to a new first mortgage for the owners of 394-396 Halladay Street.

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

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

City Clerk File No. Res. 17-319  
Agenda No. 10.Z.7  
Approved: APR 12 2017



TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT TO  
SUBORDINATE CERTAIN CITY MORTGAGES AFFECTING THE PROPERTIES  
KNOWN AS 108 STORMS AVENUE, BLOCK 15004, LOT 28 AND 299 BERGEN AVENUE,  
BLOCK 22404, LOT 18**

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

**WHEREAS**, in 2010 Jersey City Community Housing Corporation [JCCHC] sought to construct affordable housing on certain properties located at 108 Storms Avenue, Block 15004, Lot 28 AND 299 Bergen Avenue, Block 22404 Lot 18 ;and

**WHEREAS**, on May 10, 2010 JCCHC received \$500,000 in NJ HOME funds and \$280,000 from the City's Affordable Housing Trust Fund [AHTF] for 108 Storms Avenue and 299 Bergen Avenue; and

**WHEREAS**, the HOME and AHTF funds were secured by a mortgage against 108 Storms and 299 Bergen Avenue, which was recorded in the Hudson County Register's Office on May 12, 2010 in Book 17511, Page 541; and

**WHEREAS**, on July 21, 2010 JCCHC received \$675,000 from the Department of Community Affairs Neighborhood Preservation Balanced Housing Program [DCA] to develop 299 Bergen Avenue, which was recorded in Book 17545, Page 48. JCCHC also received \$300,000 from DCA to develop 108 Storms Avenue with separate mortgages and deed restrictions contained within Book 17545, Page65; and

**WHEREAS**, Community Loan Fund of New Jersey, Inc. (NJCLF) will provide (a) \$340,120 of construction and mini-permanent financing for 108 Storms Avenue (a four unit affordable rental housing project) and (b) \$450,000 of construction and mini-permanent financing for 299 Bergen Avenue (a nine unit affordable rental housing project) in Jersey City, NJ.

**WHEREAS**, the Properties have appraised as follows:

- |   |                   |
|---|-------------------|
| 1) 108 Storms Avenue: \$790,000 (complete);   | \$350,000 (as is) |
| 2) 299 Bergen Avenue: \$1,260,000 (complete); | \$555,000 (as is) |

**WHEREAS**, the City's original HOME and AHTF mortgage dated May 10, 2010, in the combined amount of \$780,000, will remain in second position; and

**WHEREAS**, the remaining funding will be paid off and the project refinanced with the mortgage from Community Loan Fund of New Jersey, Inc. (NJCLF) and;

**WHEREAS**, although the City has invested nearly \$1 million dollars in the project and it remains incomplete, the City is satisfied that with this final investment and the strict oversight of JCCHC, which has agreed to retain, an experienced construction manager under supervision of the City, the City's investment can be protected and the affordable housing, finally created; and

City Clerk File No. Res - 17-319

Agenda No. 10.Z.7 APR 12 2017

TITLE:

**WHEREAS**, the City has reviewed the request to subordinate its mortgage to the loan of Community Loan Fund of New Jersey, Inc. (NJCLF) and recommends that the City agree to the subordination since the appraised value of the property will support the amount of the new loan and the City's mortgage upon completion.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting the Properties known as 108 Storms Avenue, Block 15004, Lot 28, and 299 Bergen Avenue, Block 22404, Lot 18 to the interests of a new first mortgage with Community Loan Fund of New Jersey, Inc. (NJCLF)

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED**

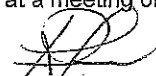
**7-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE												4.12.17	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT			
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
\_\_\_\_\_  
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. 17-320

Agenda No. 10.Z.8

Approved: APR 12 2017

TITLE:



**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

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

**WHEREAS**, the City of Jersey City (City) had a contract with Verizon New Jersey Inc. (Verizon) for providing telecommunications data lines, primary rate interface (PRI), internet and FIOS (Non-Centrex service) that was exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(f) because Verizon was providing services to the City that were regulated by the State of New Jersey Board of Public Utilities (BPU); and

**WHEREAS**, pursuant to BPU Order Docket No TX11090570 entered on May 19, 2015, the provision of Non-Centrex service by Verizon ceased to be a service that was exempt from public bidding; and

**WHEREAS**, it was necessary for the City to continue to have uninterrupted Non-Centrex service to ensure that the City's telecommunications data lines, primary rate interface (PRI), internet and FIOS services continue to be operational for all City personnel so that they could continue to respond to emergencies affecting the public health, safety, or welfare; and

**WHEREAS**, the Director of the Division of Police notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the Division is preparing bid specifications so that the City can obtain proposals for Non-Centrex service; and

**WHEREAS**, the total cost of the Non-Centrex service from January 1, 2017 through June 30, 2017 is \$400,000.00; and

**WHEREAS**, funds in the amount of \$100,000.00 are available in Account No. 01-201-25-271-302.

<u>Account</u>	<u>PO #:</u>	<u>Total Contract</u>	<u>Temp Encumbrance</u>
01-201-25-271-302	124578	\$400,000.00	\$100,000.00

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

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Verizon Business Financial, 500 Technology Drive, Office A2157, Welding Spring, Missouri 63304, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for Non-Centrex service is hereby ratified;
2. The total cost of the emergency contract is \$400,000.00;
3. The term of the contract shall be effective January 1, 2017 through June 30, 2017;

(continued on page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

- 4. The Director of Police shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent.
- 5. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
- 6. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.
- 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 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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. \$100,000.00

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

3/31/17  
Date

PF/pv  
3/28/17

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
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 RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

**Initiator**

Department/Division	Public Safety	Communications
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**

To provide the Department of Public Safety with telecommunication services.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/30/17  
Date

  
Signature of Purchasing Director

3/31/17  
Date



**EMERGENCY CERTIFICATION FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

I, James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director of the City of Jersey City.
2. The Public Safety Communications Center provides Network, Voice, FAX, and Radio tie lines for the entire Department of Public Safety through Verizon.
3. The City is presently seeking these services at a reduced rate through other vendors.
4. As a result an emergency encumbrance of \$400,000.00 is required to pay Verizon services from January 1, 2017 to June 30, 2017.
5. This service is vital to public safety.
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: 3/29/17

  
\_\_\_\_\_  
James Shea  
Director of Public Safety



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0058598 FOR VERIZON BUSINESS NETWORK SERVICES INC. IS  
VALID.

**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, BEO 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, BEO 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 behalf, 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): Rehana Iqbal, Manager Affirmative Action/BEO

Representative's Signature: *Rehana Iqbal*

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

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

The contractor and the Police Department of New Jersey (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: Rehana Iqbal - Manager AA/EEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

**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: Cellco Partnership d/b/a Verizon Wireless

Address: One Verizon Way Basking Ridge, NJ 07920

Telephone No. : 917-693-7633 (Sales)

Contact Name: Bobby Samakal (Sales)

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**

**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. 2006, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman 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
Bell Atlantic Mobile Systems LLC	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless LLC	One Verizon Way Basking Ridge, NJ 07920
Verizon Americas Inc.	One Verizon Way Basking Ridge, NJ 07920

**Part 3 - Signature and Attestation**

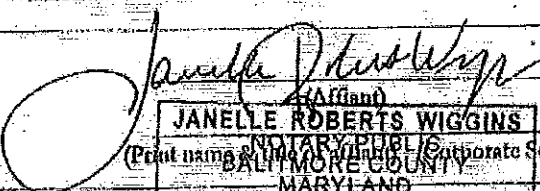
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cellco Partnership d/b/a Verizon Wireless

Signed: [Signature] Title: Executive Director, Enterprise & Government Contracts  
 Print Name: Todd Luccisano Date: March 15, 2017

Subscribed and sworn before me this 15<sup>th</sup> day of March, 2017

My Commission expires: 11/5/20

  
 (Affiant)  
**JANELLE ROBERTS WIGGINS**  
 (Print name & title of Affiant - Corporate Seal)  
 NOTARY PUBLIC  
 BALTIMORE COUNTY  
 MARYLAND  
 MY COMMISSION EXPIRES NOV. 5, 2020

# 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:	Cellco Partnership d/b/a Verizon Wireless		
Address:	One Verizon Way		
City:	Basking Ridge	State:	NJ
		Zip:	07920

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

Todd Luccisano - Executive Director, Enterprise & Government Contracts  
 Printed Name Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	\$ N/A

Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cellco Partnership d/b/a Verizon Wireless (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** January 1, 2017 (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 Cellco Partnership d/b/a Verizon Wireless (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: Cellco Partnership d/b/a Verizon Wireless

Signed: 

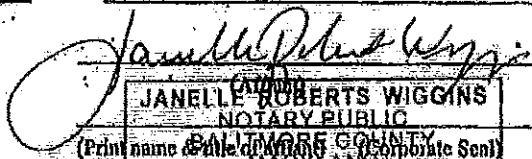
Title: Executive Director, Enterprise & Government Contracts

Print Name: Todd Loccisano

Date: March 15, 2017

Subscribed and sworn before me  
this 15 day of March, 2017.

My Commission expires: 11/5/20



JANELLE ROBERTS WIGGINS  
NOTARY PUBLIC  
BALTIMORE COUNTY  
MARYLAND  
MY COMMISSION EXPIRES NOV. 5, 2020

**\*\*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.**



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

City Clerk File No. Res. 17-321

Agenda No. 10.Z.9.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR UPGRADES TO THE EMERGENCY VEHICLES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-16 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT**

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

**WHEREAS**, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$1,776,000.00 for FY-2016 through the Urban Area Security Initiative (UASI) grant program; and

**WHEREAS**, this funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man-made disasters or acts of terrorism and Crime prevention; and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("City") to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

**WHEREAS**, the emergency and mass care vehicles have the capability to provide immediate shelter, feeding centers, basic first aid, bulk distribution of needed items, respond to life-threatening situations and related services to persons affected by a large-scale incident/s; and

**WHEREAS**, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote in the total amount of twenty nine thousand, seven hundred sixty eight dollars and forty nine cents (\$29,768.49), for upgrades to the emergency vehicles for the Office of Emergency Management; and

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR UPGRADES TO THE EMERGENCY VEHICLES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-16 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT**

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

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

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract in the amount of \$29,768.49 for upgrades to OEM emergency vehicles is awarded to Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R.
2. The term of the contract will be completed upon the delivery of the goods and services.
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer Donna Mauer, 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.

<u>UASI FY-16 Grant Account</u>	<u>Purchase Order</u>	<u>Amount</u>
02-213-40-672-314	124575	\$15,328.87
02-213-40-672-314	124576	\$14,439.62
	<b>Total</b>	<b>\$29,768.49</b>

Peter Folgado, Director of Purchasing,  
QPA, RPPO  
APPROVED: \_\_\_\_\_  
PE/pv  
APPROVED: 3/23/17  
Business Administrator

3/31/17  
Date  
APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required

APPROVED 7-0

<b>RECORD OF COUNCIL VOTE ON FINAL PASSAGE</b>											
				<u>4 12 17</u>							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

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

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

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

Robert Byrne  
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 AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR UPGRADES TO THE EMERGENCY VEHICLES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-16 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT**

**Initiator**

Department/Division	Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201-547-5681	wkierce@njcps.org

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

This resolution will authorize the award of contract to Millennium communications to perform, the following services to the Mobile command Vehicle and the Mass Care Re-Hab vehicle.

The Mobile Command Vehicle serves as the on scene Incident Command post for many large scale events to include the annual July 4<sup>th</sup> fireworks/festival at LSP and will serve as the Unified command post for the upcoming Fleet Week activities @ LSP and the "2017 Presidents Cup". Communications in this vehicle have not been upgraded since its purchase in 2009. Current communication technology limits the capabilities of the Mobile Command Vehicle as it relates to Incident command and Inter Agency Interoperability. The proposed upgrades, computers, peripherals, enhanced networking will ensure this vehicle will meet the current demands for emergency communications at large scale man made or natural disasters.

The Mass Care Re-Hab vehicle at this juncture has limited communications capabilities. As this vehicle serves as the "work area" for the many disciplines involved in major incidents, communication upgrades will include networking peripherals, the ability to share viewing of networked CCTV cameras feed from the Mobile Command vehicle greatly enhancing critical information sharing capabilities.

This project is funded thru the FY-16 UASI Homeland Security Grant

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/30/17  
Date

  
Signature of Purchasing Director

3/31/17  
Date



**GSA  
Federal  
Acquisition  
Service**

[Home](#) [eBuy - quotes](#) [GSA Advantage - online shopping](#) [Help](#)

Search:  all the words

## Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0220R	Socio-Economic :	Small business
Contractor:	MILLENNIUM COMMUNICATIONS GROUP INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	11 MELANIE LN UNIT 13 E EAST HANOVER, NJ 07936-1100	Govt. Point of Contact:	CECILIA LE
Phone:	800-677-1919	Phone:	703-605-2880
E-Mail:	kmclaughlin@millenniuminc.com	E-Mail:	cecilia.le@gsa.gov
Web Address:	http://www.millenniuminc.com	<b>Contract Clauses/Exceptions:</b> View the specifics for this contract	
DUNS:	932528250		
NAICS:	541519		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2019	132 12 132 51 132 8	Advantage Advantage Advantage



One point of contact.  
Endless Possibilities.

SPIN #143007795  
Federal GSA #35-35F-0220F  
NJ WSCA 83083 / 75580  
HCEBC TEC #06 / TEC #07

March 24th, 2017

Office of Emergency Management  
Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07303

543

Attn: Sergeant Greg Kierce  
Director OEM

Re: Jersey City OEM Mass Care Truck Upgrades

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to furnish & install the following:

Mass Care Shelter / Rehab Truck:

- (1) LCD Flat Panel Monitor & Wall Mount
- (1) Mini client viewing station for surveillance cameras
- (1) Client license
- (1) Hardened PoE Network Switch
- (1) Firetide 7010 indoor radio
- (1) Firetide 7010 electronic license
- (1) Firetide Omni Antenna

Total Proposal: \$14,439.62

Sincerely,

*Keith P Burkhard*

**Keith P Burkhard**

Manager, Security & Surveillance



*One point of contact  
Endless Possibilities.*

SPIN #1-43037786  
Federal GSA AOS-35F-0230R  
NJ WSCA 83082 / 75530  
HOESC TEC #04 / TEC #07

*SUB*

**Standard Terms & Conditions**

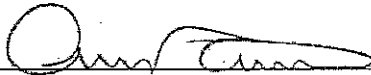
NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

	<i>W KIERCE</i>	<i>DIRECTOR</i>	<i>3/24/11</i>
Signature	Print Name	Title	Date

Please fax to (973) 503-0111.

APPROVED  
FY-16

543

- 100% Complete
- Partial

Millennium Communications Group Inc.						GSA Contract # GS-35F0220R			
GSA Project Estimate: Jersey City OEM				Job# TBD	Estimate Number GSA GS-35F-0220R				
Automatic 1 year warranty on equipment & workmanship						Date: 3/24/2017			
						<input type="checkbox"/> Individual Order			
						<input type="checkbox"/> Blanket Order			
Schedule	Vendor	GSA#	BIN	Labor Cat/Part #	Description	GSA Unit Rate	Units	Extended Cost	GSA Cost
70	Millennium	GSA GS-35F-0220R	132-5	RNE-10-002	INSTALL & NETWORK CONFIGURATION OF INDOOR, DUAL RADIO	\$ 2,116.34	1	\$ 2,116.34	\$ 2,116.34
70	Millennium	GSA GS-35F-0220R	132-5	RNE-10-009	FURNISH AND INSTALL OMNI-DIRECTIONAL ANTENNA	\$ 1,009.84	1	\$ 1,009.84	\$ 1,009.84
70	Millennium	GSA GS-35F-0220R	132-E	NEO-10-027	INSTALL & CONFIGURATION OF MANAGED INDUSTRIAL SWITCH	\$ 1,891.39	1	\$ 1,891.39	\$ 1,891.39
70	Millennium	GSA GS-35F-0220R	132-E	DYG-10-003	INSTALLATION AND NETWORK CONFIG OF CLIENT MACHINE	\$ 3,631.23	1	\$ 3,631.23	\$ 3,631.23
70	Millennium	GSA GS-35F-0220R	132-5	AVI-10-025	FURNISH AND INSTALL FLAT PANEL LCD MONITOR	\$ 1,792.24	1	\$ 1,792.24	\$ 1,792.24
70	Millennium	GSA GS-35F-0220R	132-5	AVI-10-027	FURNISH & INSTALL FLAT PANEL MONITOR WALL MOUNT	\$ 396.70	1	\$ 396.70	\$ 396.70
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					Labor Category:	\$ -		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Project Management	\$ 165.46		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Network Integrator	\$ 132.59	15	\$ 2,121.44	\$ 2,121.44
70	Millennium	GS-35F-0220R	132-51	Labor	Fiber Optic Technician	\$ 116.53		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Field Survey Engineer	\$ 88.64		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Field Technician	\$ 92.34	16	\$ 1,483.44	\$ 1,483.44
70	Millennium	GS-35F-0220R	132-51	Labor	Installation Specialist	\$ 92.34		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-51	Labor	CAD Designer	\$ 76.66		\$ -	\$ -
					Repair Category:	\$ -		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #2 Analyzes network characteristics	\$ 123.88		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #3 Test and repair equipment	\$ 109.02		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #4 Repairing information technology systems	\$ 92.15		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #5 Review and repair mechanical and fusion splices	\$ 87.21		\$ -	\$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #6 Repair communication and network components	\$ 87.21		\$ -	\$ -
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								Total GSA Cost	\$ 14,432.62



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** March 31, 2017

**For Office Use Only:**

20170331144912727



**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), (g) and (t).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert Ritchie	20 Gilbert Place, West Orange, NJ 07052
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044
Kenneth McLaughlin	15 Woodland Avenue, Mountain Lakes, NJ 07046
J. Fletcher Creamer, Jr.	682 Laurel Lane, Wyckoff, NJ 07481
Glenn Creamer	175 Chestnut Ridge Road, Saddle River, NJ 07458
Dale Creamer	426 Airmont Avenue, Ramsey, NJ 07446

**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: Millennium Communications Group, Inc.

Signed: Robert Ritchie Title: President

Print Name: Robert Ritchie Date: March 29, 2017

Subscribed and sworn before me this <u>29</u> day of <u>JULY</u> <u>March</u> , 2017	<b>JULIE F. BASIL</b> NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES APRIL 4, 2021	<u>Robert Ritchie</u> (Affiant) <u>Robert Ritchie, President</u> (Print name & title of affiant) (Corporate Seal)
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# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

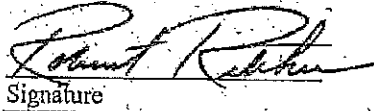
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Millennium Communications Group, Inc.		
Address:	11 Melanie Lane, Unit 13		
City:	East Hanover	State:	NJ
		Zip:	07936

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.



Robert Ritchie  
Printed Name

President  
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
	Nothing to declare.		\$

Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

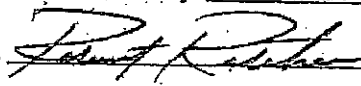
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Millennium Communications Group, 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 Millennium Communications Group, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

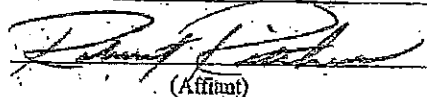
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signed  Title: President

Print Name Robert Ritchie Date: March 29, 2017

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
My Commission expires:

  
(Affiant)  
Robert Ritchie, President  
(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.**

**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 Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: *Robert Ritchie*

Name of Company: Millennium Communications Group, Inc.

TEL No.: (973) 503-1313

Date: March 29, 2017

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No.: (973) 503-1313

Contact Name: Robert Ritchie, President

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**

*SM*



*One point of contact  
Endless Possibilities.*

SPIN #140007780  
Federal GSA #GS-35F-0220R  
NJ WSCA #00001 / 00000  
HCECO TEC #00 / TEC #07

March 24th, 2017

Office of Emergency Management  
Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07303

Attn: Sergeant Greg Kierce  
Director OEM

*29,768.49*

Re: Jersey City OEM Emergency Vehicle Upgrades

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to furnish & install the following:

Command Truck:

- (1) LCD Flat Panel Monitor & Wall Mount
- (1) Mini client viewing station for surveillance cameras
- (1) Client license
- (2) Bosch PTZ cameras with built in IR
- Upgrade existing Genetec SV16 to current software version

Total Proposal: \$15,328.87

Sincerely,

*Keith P Burkhard*

**Keith P Burkhard**  
Manager, Security & Surveillance

542



One point of contact.  
Endless Possibilities.

SPIN #14300725  
Federal GSA #GS-35F 0320P  
NJ WSCA 83085 - 75590  
HCESC TEC #08 - TEC #07

**Standard Terms & Conditions**


NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

	W KIERCE	DIRECTOR	3/24/17
Signature	Print Name	Title	Date

Please fax to (973) 503- 0111.

APPROVED  
FY-16







## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** March 31, 2017

**For Office Use Only:**

20170331144912727

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jermaine D. Robinson

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert Ritchie	20 Gilbert Place, West Orange, NJ 07052
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044
Kenneth McLaughlin	15 Woodland Avenue, Mountain Lakes, NJ 07046
J. Fletcher Creamer, Jr.	682 Laurel Lane, Wyckoff, NJ 07481
Glenn Creamer	175 Chestnut Ridge Road, Saddle River, NJ 07458
Dale Creamer	426 Airmont Avenue, Ramsey, NJ 07446

**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: Millennium Communications Group, Inc.

Signed: Robert Ritchie Title: President

Print Name: Robert Ritchie Date: March 29, 2017

Subscribed and sworn before me this <u>29</u> day of <u>JULY</u> <u>March</u> , 2017	<b>JULIE F. BASIL</b> NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES APRIL 4, 2021	<u>Robert Ritchie</u> (Affiant) <u>Robert Ritchie, President</u> (Print name & title of affiant) (Corporate Seal)
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# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

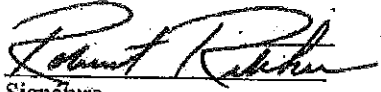
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Millennium Communications Group, Inc.		
Address:	11 Melanie Lane, Unit 13		
City:	East Hanover	State:	NJ
		Zip:	07936

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

Robert Ritchie  
Printed Name

President  
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
	Nothing to declare.		\$

Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

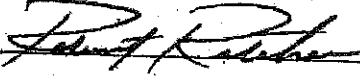
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Millennium Communications Group, 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 Millennium Communications Group, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

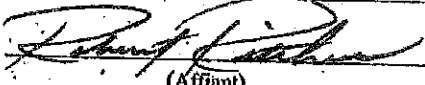
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signed  Title: President

Print Name Robert Ritchie Date: March 29, 2017

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_  
My Commission expires: \_\_\_\_\_

  
(Affiant)  
Robert Ritchie, President  
(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.**

**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 Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 29, 2017

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No. : (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**



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

City Clerk File No. Res. 17-322

Agenda No. 10.Z.10.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE AND GEAR EQUIPMENT (PPE) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

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

**WHEREAS**, the Division of Fire personal protective equipment became contaminated with asbestos; 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 No's. A80947 and A80953, and will provide personal protective equipment for a total contract amount of one hundred fifty thousand dollars (\$150,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
17-293-56-000-002	124580	A80947, A80953	\$150,000.00	\$130,000.00

**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 in the amount of \$150,000.00 is awarded to Turn-Out Fire & Safety Inc. for the replacement of personal protective gear and equipment.
2. The term of the contract will be completed upon the delivery of the goods or services.
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 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.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 17-322

Agenda No. 10.Z.10 APR 12 2017

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE AND GEAR EQUIPMENT (PPE) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

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
17-293-56-000-002	124580	A80947, A80953	\$150,000.00	\$130,000.00

Approved by Peter Folgado, Director of Purchasing  
RPPG, QPA

April 3, 2017  
Date

PF/pv  
4/03/17

*P.R.  
4-6-17*

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMEN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE REPLACEMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

**Initiator**

Department/Division	PUBLIC SAFETY	FIRE
Name/Title	JEROME CALA	DIRECTOR
Phone/email	201-547-4239	JCALA@NJJCPS.ORG

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

**Resolution Purpose**

TO REPLACE PERSONAL PROTECTIVE GEAR CONTAMINATED WITH ASBESTOS

I certify that all the facts presented herein are accurate.

Jerome Cala  
Signature of Department Director

4/3/17  
Date

[Signature]  
Signature of Purchasing Director

4/3/17  
Date

**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 PAYMENT OF A CLAIM SUBMITTED BY GOLD TYPE BUSINESS MACHINES INC. FOR E-TICKETING SERVICES TO THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

**Initiator**

Department/Division	Public Safety - Police	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

**Resolution Purpose**

Installations and deployment will be executed within 60 days of execution of agreement.

65 Vehicles + 20 handhelds   =             85 total E-ticket printers  
   =             \$1.62 for first 80,000 tickets - \$1296.00  
   =             \$1.19 for each additional ticket thereafter

E-Ticket Software licensing for 830 end users (sworn officers)

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

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

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

**DISTRIBUTORS FOR FIRE FIGHTING PROTECTION CLOTHING AND EQUIPMENT (12-x-22281) - T0790**

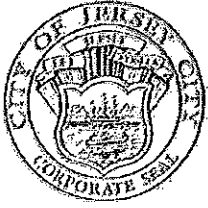
<b>Contractor/Contract #</b>	<b>Distributors</b>	<b>Contact Person</b>	<b>Phone</b>	<b>Fax</b>	<b>eMail Address</b>
	Witmer Public Safety Group Inc.	James Witmer	800-852-6088 ext. 1153	888-335-9800	jitrego@thefirestore.com
<b>Mine Safety Appliances (A80953)</b>	AAA Emergency Supply	Kenneth J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com
	Breathe Safe Fire & Safety Equip. Co.*	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.com
	Continental Fire & Safety**	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
	Firefighters Equipment Co.**	John Yawger	973-366-4466	973-366-7341	nancy@ffecni.com
	Firefighter One LLC *	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Murphy Fire & Safety**	Tom Murphy	201-998-8310	201-998-0669	timurphy58@aol.com
	Nat Alexander Company**	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanticfireandair.com
	New Jersey Fire Equipment Co.**	George Fosdick	732-968-2121	973-968-4724	info@nife.com
	Tasc Fire Apparatus**	Cindy Castone	732-431-1515	N/A	tasfire@verizon.net
	Turnout Fire & Safety Inc.**	Joseph Chiusolo	201-963-9312	201-963-9314	ioe@turnoutinforms.com
	Union Fire Equipment Corp.*	Charles Hall	908-964-9604	908-964-9691	unionfireeq@yahoo.com
	<b>*Full Line MSA Distributor</b>				
	<b>**MSA/Cairns Helments Distributor</b>				
<b>Paratech (A80970)</b>	Continental Fire & Safety	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
<b>Quaker Safety Products (A80950)</b>	Absolute Fire Protection	Tony Amorose	908-757-3600 ext. 22	908-757-3616	tonyv@absolutefire.com
	Breathe Safe Fire & Safety Equip. Co.	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.com
	MGSB Fire Equipment LLC	Mark LaGreco	609-978-6472	609-978-6472	mark@mgbsfire.com
	NECO Fire & Safety	Rick Hanson	845-726-3473	845-726-3041	necofire@optonline.net
	Union Fire Equipment Corp.	Charles Hall	908-964-9604	908-964-9691	unionfireeq@yahoo.com
<b>Scott Health &amp; Safety (A80961)</b>	AAA Emergency Supply	Kenneth J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com
	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecni.com
	Nat Alexander Company	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanticfireandair.com
	New Jersey Fire Equipment Co.	George Fosdick	732-968-2121	973-968-4724	info@nife.com
	MES - PA	Collean Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com
	AAA Emergency Supply	Kenneth J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com

300

**DISTRIBUTORS FOR FIRE FIGHTING PROTECTION CLOTHING AND EQUIPMENT (12-x-22281) - T0790**

<b>Contractor/Contract #</b>	<b>Distributors</b>	<b>Contact Person</b>	<b>Phone</b>	<b>Fax</b>	<b>eMail Address</b>
<b>Fire Dex LLC (A80946)</b>	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfireandair.com
	Nat Alexander Company	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanticfireandair.com
<b>Globe Manufacturing Co. LLC (A80945)</b>	AAA Emergency Supply	Kenneth J. Kiel	914-949-0512	914-949-8344	matm@aaaemergency.com
	Approved Fire Protection Co. Inc.	Glen Zehner	908-755-2222	908-769-1424	gzehner@afoni.com
	Continental Fire & Safety	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecni.com
	General Fire Sales & Service Inc.	Craig Ickes	610-307-4655	856-456-4655	generalfiresnj@aol.com
	Murphy Fire & Safety	Tom Murphy	201-998-8310	201-998-0669	timurphy58@aol.com
	New Jersey Fire Equipment Co.	George Fosdick	732-968-2121	973-968-4724	info@nffe.com
	State Line Fire & Safety Inc.	Frederick Kendall	201-391-3290	201-391-6487	statelinefire@optonline.net
<b>Haix North America Inc. (A80958)</b>	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com
	Tasc Fire Apparatus	Cindy Cestone	732-431-1515	N/A	tascfire@verizon.net
<b>Infrared Systems Group LLC (A80969)</b>	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecni.com
	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfireandair.com
<b>Lion Apparel (A80947)</b>	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Public Safety Outfitters	Joseph Loverdi	856-589-2997	856-589-6333	jl@psoonline.com
	Safe-T (Skylands Area Fire Equipment & Training LLC)	Justine Grivalsky	973-579-3473	973-859-0904	sales@SAFE-Tonline.com
<b>Majestic Fire Apparel Inc. (A80955)</b>	Safeware Inc.	Darryl Halterman	215-354-1404 ext. 1	215-354-1408	dhalterman@safewareinc.com
	Turnout Fire & Safety Inc.	Joseph Chiusolo	201-963-9312	201-963-9314	joel@turnoutuniforms.com
	Witmer Public Safety Group Inc.	James Witmer	800-852-6088 ext. 1153	888-335-9800	jtrego@thefirestore.com
<b>Majestic Fire Apparel Inc. (A80955)</b>	Absolute Fire Protection	Tony Amorose	908-757-3600 ext. 22	908-757-3616	tony@absolutefire.com
	Breathe Safe Fire & Safety Equip. Co.	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.com
	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Global Protection	Tom Grasso	856-768-2911	856-768-2922	Tom@gpready.com
	Guard Line Fire & Safety	Wayne Dora	201-475-6600 ext. 147	201-703-8180	wdora@guardlinefire.com
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com

1.6.10, 25, 26  
7 MIB

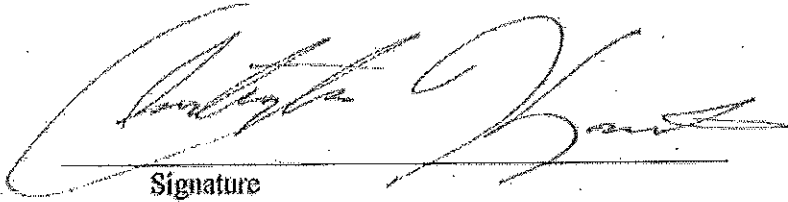


**City of Jersey City**  
**Certification of No Conflict of Interest**  
**Competitive Contracting Evaluation: <enter project name>**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Christopher Hearns

Print Name



Signature

10/27/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation: <enter project name>

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

*Robert Parker, Sr.*

Print Name

*Robert Parker, Sr.*

Signature

*10/27/16*

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.





City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation: <enter project name>

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

JOHN R. SABO

Print Name



Signature

10/31/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TURN OUT FIRE & SAFETY, INC.

**Trade Name:**

**Address:** 3468 KENNEDY BLVD  
JERSEY CITY, NJ 07307-4112

**Certificate Number:** 0101743

**Effective Date:** October 11, 2001

**Date of Issuance:** April 03, 2017

**For Office Use Only:**

20170403130906909

**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):

*Joseph Chiu*

Representative's Signature:

*[Signature]*

Name of Company:

*Turn Over Fire & Safety*

Tel. No.:

*201 963 9312*

Date:

*11/30/17*

**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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Juan O. V. Fierro

Representative's Signature: [Signature]

Name of Company: Ther. Out Inc.

Tel. No.: 281 963 9312

Date: 1/30/17

(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.

**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: TURN OUT fire + SAFETY, INC  
Address: 3468 KENNEDY AVE JC  
Telephone No: 2019639312  
Contact Name: JOSEPH CHAUSSOUD

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

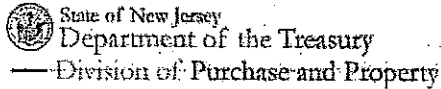
**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**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.



**Notice of Award  
 Term Contract(s)**

**T-0790  
 FIREFIGHTER PROTECTIVE CLOTHING AND  
 EQUIPMENT**

Vendor Information
Authorized Dealers
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](#)

- [Subcontractor List Adobe PDF \(123 kb\)](#)
- [NOA Price Lists Link](#)
- [Amendment #1 - Product Addition Adobe PDF \(60 kb\)](#)
- [Amendment #2 - Additional Distributors Adobe PDF \(15 kb\)](#)
- [Amendment #3 - Product Addition Adobe PDF \(13 kb\)](#)
- [Amendment #4 - Product Addition Adobe PDF \(19 kb\)](#)
- [Amendment #5 - Price Adjustment Adobe PDF \(61 kb\)](#)
- [Amendment #6 - Price List Update\(s\) Adobe PDF \(40 kb\)](#)
- [Amendment #7 - Product Addition Adobe PDF \(14 kb\)](#)
- [Amendment #8 - Product Addition Adobe PDF \(14 kb\)](#)
- [Amendment #9 - Product Addition Adobe PDF \(19 kb\)](#)
- [Amendment #10 - Price List Update\(s\) Adobe PDF \(129 kb\)](#)
- [Amendment #11 - Additional Distributors Adobe PDF \(13 kb\)](#)
- [Amendment #12 - Price List Update\(s\) Adobe PDF \(76 kb\)](#)
- [Amendment #13 - Additional Distributors Adobe PDF \(182 kb\)](#)
- [Amendment #14 - Additional Distributors Adobe PDF \(76 kb\)](#)
- [Amendment #15 - Price List Update\(s\) Adobe PDF \(76 kb\)](#)
- [Amendment #16 - Product Addition Adobe PDF \(25 kb\)](#)
- [Amendment #17 - Product Addition Adobe PDF \(48 kb\)](#)
- [Amendment #18 - Additional Distributors Adobe PDF \(13 kb\)](#)

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[NOAs By Number](#)

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<b>Index #:</b>	T-0790
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 04/01/12 TO: 07/30/17
<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>	22281
<b>Bid Open Date:</b>	12/19/11
<b>CID #:</b>	1039827
<b>Commodity Code:</b>	340-34
<b>Set-Aside:</b>	NONE



State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230  
<https://www.njstart.gov>

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

FORD M. SCUDDER  
State Treasurer

MAURICE GRIFFIN  
Acting Director

AMENDMENT #75  
T-0790

SOLICITATION #12-X-22281

**TO:** All Using Agencies and All State Cooperative Members  
**DATE:** March 27, 2017  
**FROM:** Katherine Popso, Procurement Specialist  
**SUBJECT:** Contract Extension – Firefighter Protective Clothing & equipment  
**CONTRACT PERIOD:** Initial Contract Term: 04/01/12-03/31/15  
1<sup>st</sup> Extension Period: 04/01/15-03/31/16 (One Year)  
2<sup>nd</sup> Extension Period: 04/01/16-03/31/17 (One Year)  
Transitional Extension: 04/01/16-07/30/17 (120 days)

VENDOR (CONTRACTOR)	BLANKET P.O.
ESI Equipment Inc.	A80967
Amkus Inc.	A80971
Hale Fire Pump Co.	A80968
Tempest Technology Corporation	A80974
Globe Manufacturing Company	A80945
Cutters Edge Division of Edge	A80965
Stanfields Ltd.	A80954
Mine Safety Appliances Co.	A80953
Majestic Fire Apparel Inc.	A80955
Municipal Emergency Services	A80966
E D Bullard Co.	A80952
Akron Brass Company	A80964
Draeger Safety Inc.	A80962
Continental Fire & Safety	A80956
Scott Health & Safety	A80961



<b>VENDOR (CONTRACTOR)</b>	<b>BLANKET P.O.</b>
Air & Gas Technologies Inc.	A80963
Haix North America Inc.	A80958
Quaker Safety Products Co.	A80950
Fire Dex LLC	A80946
Firefighter One LLC	A80949
Emergency Equipment Sales	A80972
Morning Pride Manufacturing	A80948
Paratech Inc.	A80970
Black Diamond Group Inc.	A80957
Infrared Systems Group LLC	A80969
Lion Apparel	A80947

Please be advised that the following contracts have been extended through July 30, 2017 or until a new contract award, at the same terms, conditions and specifications.

Please attach this amendment to your current Notice of Award.

	HAIX NORTH AMERICA INC 2320 FORTUNE DR/STE 120 LEXINGTON, KY 40509
<b>Contact Person:</b>	SANDY LONGARZO
<b>Contact Phone:</b>	866-344-4249
<b>Order Fax:</b>	859-281-0113
<b>Contract#:</b>	80958
<b>Expiration Date:</b>	07/30/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 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>	HALE FIRE PUMP CO DBA HURST JAWS OF LIFE 711 NORTH POST ROAD SHELBY, NC 28150
<b>Contact Person:</b>	KEVIN HALSTEAD
<b>Contact Phone:</b>	704-487-2048
<b>Order Fax:</b>	803-551-4646
<b>Contract#:</b>	80968
<b>Expiration Date:</b>	07/30/17
<b>Terms:</b>	5% 9 NET 10
<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>	INFRARED SYSTEMS GROUP LLC 305 PETTY ROAD LAWRENCEVILLE, GA 30043-4844
<b>Contact Person:</b>	PATRICIA C MORRIS
<b>Contact Phone:</b>	678-442-1234
<b>Order Fax:</b>	678-442-1295
<b>Contract#:</b>	80969
<b>Expiration Date:</b>	07/30/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 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>	LION APPAREL 7200 POE AVENUE DAYTON, OH 45414
<b>Contact Person:</b>	PEGGY CURTIS
<b>Contact Phone:</b>	800-421-2926
<b>Order Fax:</b>	877-803-1032
<b>Contract#:</b>	80947
<b>Expiration Date:</b>	07/30/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	60 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>	MAJESTIC FIRE APPAREL INC PO BOX 248 255 WAGNER STREET LEHIGHTON, PA 18235
<b>Contact Person:</b>	MICHAEL A. LEGGETT
<b>Contact Phone:</b>	610-377-6273
<b>Order Fax:</b>	610-377-6221
<b>Contract#:</b>	80955
<b>Expiration Date:</b>	07/30/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	10 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>	MINE SAFETY APPLIANCES CO 1000 CRANBERRY WOOD DR PO BOX 426 PITTSBURGH, PA 15230
<b>Contact Person:</b>	RICHARD ROCCO
<b>Contact Phone:</b>	800-672-2222
<b>Order Fax:</b>	800-967-0398
<b>Contract#:</b>	80953
<b>Expiration Date:</b>	07/30/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 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>	MORNING PRIDE MANUFACTURING LLC DBA HONEYWELL FIRST RESPON 1 INNOVATION CT DAYTON, OH 45414
<b>Contact Person:</b>	MADISON MESSINGER
<b>Contact Phone:</b>	800-688-6148
<b>Order Fax:</b>	937-264-0075
<b>Contract#:</b>	80948
<b>Expiration Date:</b>	07/30/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	60 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>	MUNICIPAL EMERGENCY SERVICES INC 2755 PHILMONT AVE/STE 110 HUNTINGDON VALL, PA 19006
<b>Contact Person:</b>	COLLEEN MILLER
<b>Contact Phone:</b>	215-914-2101
<b>Order Fax:</b>	215-914-2126
<b>Contract#:</b>	80966

<b>Contact Phone:</b>	610-363-2270
<b>Dealer/Distributor Name &amp; Address:</b>	MURPHY FIRE & SAFETY INC. PO BOX 74 9 LIVINGSTON AVENUE KEARNY NJ 07032
<b>Contact Person:</b>	THOMAS J MURPHY
<b>Contact Phone:</b>	201-998-8310
<b>Dealer/Distributor Name &amp; Address:</b>	NJ FIRE EQUIPMENT CO 923 N WASHINGTON AVE GREEN BROOK NJ 08812
<b>Contact Person:</b>	GEORGE D FOSDICK
<b>Contact Phone:</b>	732-968-2121
<b>Dealer/Distributor Name &amp; Address:</b>	STATELINE FIRE & SAFETY 50 PARK AVE PO BOX 250 PARK RIDGE NJ 07656
<b>Contact Person:</b>	FREDERICK D KENDALL
<b>Contact Phone:</b>	201-391-3290
<b>Dealer/Distributor Name &amp; Address:</b>	TASC FIRE APPARATUS INC 5012 INDUSTRIAL RD FARMINGDALE NJ 07727
<b>Contact Person:</b>	JOHN I CRIMMINS JR
<b>Contact Phone:</b>	201-938-3393
<b>Contract#: 80946</b>	<b>Title: FIREFIGHTER PROTECTIVE CLOTHING AND</b>
<b>Dealer/Distributor Name &amp; Address:</b>	FIREFIGHTER ONE LLC 34 WILSON DRIVE SPARTA NJ 07871
<b>Contact Person:</b>	JONATHON VAN NORMAN
<b>Contact Phone:</b>	973-810-2670-4000
<b>Dealer/Distributor Name &amp; Address:</b>	MID ATLANTIC FIRE AND AIR 1050 WEISER STREET READING PA 19601
<b>Contact Person:</b>	PAUL E YODER
<b>Contact Phone:</b>	610-372-5077
<b>Dealer/Distributor Name &amp; Address:</b>	NAT ALEXANDER CO INC 121 WHITE HORSE PIKE LAUREL SPRINGS NJ 08021
<b>Contact Person:</b>	LEE J TAMBURRINO
<b>Contact Phone:</b>	856-783-0720
<b>Contract#: 80947</b>	<b>Title: FIREFIGHTER PROTECTIVE CLOTHING AND</b>
<b>Dealer/Distributor Name &amp; Address:</b>	ALL HANDS FIRE EQUIPMENT 506 ATKINS AVENUE NEPTUNE NJ 07753
<b>Contact Person:</b>	SCOTT T COLARUSSO
<b>Contact Phone:</b>	732-502-8060
<b>Dealer/Distributor Name &amp; Address:</b>	MID ATLANTIC FIRE AND AIR 1050 WEISER STREET READING PA 19601
<b>Contact Person:</b>	PAUL E YODER
<b>Contact Phone:</b>	610-372-5077
<b>Dealer/Distributor Name &amp; Address:</b>	PUBLIC SAFETY OUTFITTERS INC 545 WOODBURY-GLASSBORO RD SEWELL NJ 08080
<b>Contact Person:</b>	JOSEPH LOVERDI
<b>Contact Phone:</b>	856-589-2997
<b>Dealer/Distributor 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>Dealer/Distributor Name &amp; Address:</b>	WITMER ASSOCIATES INC 104 INDEPENDENCE WAY COATESVILLE PA 19320-1653
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	610-857-8070
<b>Contract#: 80948</b>	<b>Title: FIREFIGHTER PROTECTIVE CLOTHING AND</b>

	NECO FIRE & SAFETY INC P O BOX 806 PORT JERVIS NY 12771-0806
Contact Person:	RICK HANSON
Contact Phone:	914-856-8383
Dealer/Distributor Name & Address:	ONESOURCE FIRE RESCUE LLC 131 ROCK STREET HUGHESTOWN PA 18640
Contact Person:	WILLIAM ARUSCAVAGE
Contact Phone:	570-299-7450
Dealer/Distributor Name & Address:	UNION FIRE EQUIPMENT CORP 2515 VAUXHALL ROAD PO BOX 1786 UNION NJ 07083-1786
Contact Person:	CHARLES E HALL
Contact Phone:	908-964-9604
Dealer/Distributor Name & Address:	WITMER ASSOCIATES INC 104 INDEPENDENCE WAY COATESVILLE PA 19320-1653
Contact Person:	UNKNOWN
Contact Phone:	610-857-8070
Contract#: 80952	Title: FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	AAA EMERGENCY SUPPLY CO INC 635 NORTH BROADWAY WHITE PLAINS NY 10603
Contact Person:	MARIO G MANFREDI
Contact Phone:	914-949-0512
Dealer/Distributor Name & Address:	CONTINENTAL FIRE & SAFETY INC 2740 KUSER ROAD HAMILTON NJ 08691
Contact Person:	GREGORY G GORE
Contact Phone:	800-313-1846
Dealer/Distributor Name & Address:	FIRST BATTALION FIREFIGHTING EQUIPMENT PO BOX 6107 BRIDGEWATER NJ 08807
Contact Person:	KAREN HUBERT
Contact Phone:	908-595-1128
Dealer/Distributor Name & Address:	MUNICIPAL EMERGENCY SERVICES INC 2755 PHILMONT AVE/STE 110 HUNTINGDON VALL PA 19006
Contact Person:	ANDREW E POMPE
Contact Phone:	610-363-2270
Contract#: 80953	Title: FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	AAA EMERGENCY SUPPLY CO INC 635 NORTH BROADWAY WHITE PLAINS NY 10603
Contact Person:	MARIO G MANFREDI
Contact Phone:	914-949-0512
Dealer/Distributor Name & Address:	ALL HANDS FIRE EQUIPMENT 506 ATKINS AVENUE NEPTUNE NJ 07753
Contact Person:	SCOTT T COLARUSSO
Contact Phone:	732-502-8060
Dealer/Distributor Name & Address:	BREATHE SAFE AIR SYSTEMS INC PO BOX 520 WARRINGTON PA 18976
Contact Person:	BENJAMIN N GROVE
Contact Phone:	800-343-4494
Dealer/Distributor Name & Address:	CONTINENTAL FIRE & SAFETY INC 2740 KUSER ROAD HAMILTON NJ 08691
Contact Person:	GREGORY G GORE
Contact Phone:	800-313-1846
Dealer/Distributor Name & Address:	

	FIRE FIGHTERS EQUIP CO 3053 ROUTE 10 DENVER NJ 07834
Contact Person:	FRED YAWGER
Contact Phone:	973-366-4466
Dealer/Distributor Name & Address:	FIREFIGHTER ONE LLC 34 WILSON DRIVE SPARTA NJ 07871
Contact Person:	JONATHON VAN NORMAN
Contact Phone:	973-810-2670-4000
Dealer/Distributor Name & Address:	MURPHY FIRE & SAFETY INC PO BOX 74 9 LIVINGSTON AVENUE KEARNY NJ 07032
Contact Person:	THOMAS J MURPHY
Contact Phone:	201-998-8310
Dealer/Distributor Name & Address:	NAT ALEXANDER CO INC 121 WHITE HORSE PIKE LAUREL SPRINGS NJ 08021
Contact Person:	LEE J TAMBURRINO
Contact Phone:	856-783-0720
Dealer/Distributor Name & Address:	NJ FIRE EQUIPMENT CO 923 N WASHINGTON AVE GREEN BROOK NJ 08812
Contact Person:	GEORGE D FOSDICK
Contact Phone:	732-968-2121
Dealer/Distributor Name & Address:	TASC FIRE APPARATUS INC 5012 INDUSTRIAL RD FARMINGDALE NJ 07727
Contact Person:	JOHN J CRIMMINS JR
Contact Phone:	201-938-3393
Dealer/Distributor Name & Address:	TURN OUT FIRE & SAFETY INC 3468 KENNEDY BLVD JERSEY CITY NJ 07307
Contact Person:	JOSEPH CHIUOLO
Contact Phone:	201-963-9312
Dealer/Distributor Name & Address:	UNION FIRE EQUIPMENT CORP 2515 VAUXHALL ROAD PO BOX 1786 UNION NJ 07083-1786
Contact Person:	CHARLES E HALL
Contact Phone:	908-964-9604
Contract#: 80954	Title: FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	AAA EMERGENCY SUPPLY CO INC 635 NORTH BROADWAY WHITE PLAINS NY 10603
Contact Person:	MARIO G MANFREDI
Contact Phone:	914-949-0512
Dealer/Distributor Name & Address:	ALL HANDS FIRE EQUIPMENT 506 ATKINS AVENUE NEPTUNE NJ 07753
Contact Person:	SCOTT T COLARUSSO
Contact Phone:	732-502-8060
Dealer/Distributor Name & Address:	APPROVED FIRE PROTECTION 114 ST NICHOLAS AVE SO PLAINFIELD NJ 07080
Contact Person:	RICHARD PANNONE
Contact Phone:	908-755-2222
Dealer/Distributor Name & Address:	CONTINENTAL FIRE & SAFETY INC 2740 KUSER ROAD HAMILTON NJ 08691
Contact Person:	GREGORY G GORE
Contact Phone:	800-313-1846
Dealer/Distributor Name & Address:	FIRE FIGHTERS EQUIP CO 3053 ROUTE 10 DENVER NJ 07834
Contact Person:	FRED YAWGER
Contact Phone:	973-366-4466

00056	COMM CODE: 340-34-041098 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ.  HURTZ JAWS OF LIFE  MUST MEET PEOSHA AND NFPA 1983-1985 EDITION  P/L DATED: 8/15/11 (HP & LP) P/L DATED: 3/31/11 (EDRAULIC)	1.000	EACH	5.00%	N/A
<b>Vendor:</b> INFRARED SYSTEMS GROUP LLC		<b>Contract Number:</b> 80969			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00057	COMM CODE: 340-34-041099 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: SEARCH & RESCUE/VEHICLE EXTRICATION EQ.  ISG/INFRASYS THERMAL  MUST MEET PEOSHA AND NFPA 1983-1985 EDITION  P/L DATED: 9/1/11 - RETAIL P/L #: 090111A	1.000	EACH	10.00%	N/A
<b>Vendor:</b> LION APPAREL		<b>Contract Number:</b> 80947			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00006	COMM CODE: 340-34-036620 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: TURNOUT GEAR - JANESVILLE MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	25.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00007	COMM CODE: 340-34-036621 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: TURNOUT GEAR - LION APPAREL MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	25.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00036	COMM CODE: 340-34-029082 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: GLOVES - LION APPAREL MUST MEET PEOSHA AND NFPA 1973-1988 EDITION P/L DATED: 1/1/12 - RETAIL	1.000	EACH	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>
00072	COMM CODE: 340-34-083654 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]	1.000	EACH	25.00%	N/A

	ITEM DESCRIPTION: HELMETS - LION APPAREL P/L DATED: 1/1/12 - RETAIL LIST PRICE DELIVERY: 60 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00073	COMM CODE: 340-34-083655 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: BOOTS - LION APPAREL  P/L DATED: 1/1/12 DELIVERY: 60 DAYS ARO	1.000	EACH	15.00%	N/A
<b>Vendor: MAJESTIC FIRE APPAREL INC</b>		<b>Contract Number: 80955</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 345-56-059534 [FIRST AID AND SAFETY EQUIPMENT AND...]  ITEM DESCRIPTION: PROTECTIVE HOODS - MAJECTIC FIRE MUST MEET PEOSHA AND NFPA 1971-1991 EDITION P/L DATED:	1.000	EACH	15.00%	N/A
<b>Vendor: MINE SAFETY APPLIANCES CO</b>		<b>Contract Number: 80953</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 340-34-041027 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: HELMETS - CAIRNS & BROTHERS MUST MEET PEOSHA AND NFPA 1972-1987 EDITION P/L DATED: 1/1/12 - LIST PRICE P/L #2012	1.000	EACH	20.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 340-34-041064 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: PASS DEVICE - MSA (MINE SAFETY APPL.) (PERSONAL ALERT SAFETY SYSTEM) MUST MEET PEOSHA AND NFPA 1982-1983 EDITION P/L DATED: 1/1/12 - LIST PRICE P/L #2012	1.000	EACH	20.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 340-34-029090 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: SCBA - MSA (MINE SAFETY APPLIANCE) (SELF CONTAINED BREATHING APPARATUS) MUST BE IN FULL COMPLIANCE WITH NFPA 1981-1987 EDITION, NIOSH AND OSHA CFR-29 1910.156(CR) STANDARDS P/L DATED: 1/1/12 - LIST PRICE P/L #2012	1.000	EACH	20.00%	N/A



TURNOUT FIRE & SAFETY  
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465 MARIN BLVD  
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JERSEY CITY, NJ 07302

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JERSEY CITY FIRE DEPARTMENT

(201) 547-4264 01

Employee: VAN WINKLE

Item Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
D	13		PICK UP	NET 30 DAYS	4/23/17

Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSG08665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00

PLEASE CONTACT A80947, A80948, A80953, A81360, A81329, A78923  
PLEASE PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1909.00
SALES TAX	0.00
TOTAL INVOICE	1909.00

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B JERSEY CITY FIRE DEPARTMENT  
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L ATT: FISCAL  
L JERSEY CITY, NJ 07302

S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: KEEPERS, COREY

Cost Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	400142004	V-FORCE COAT K7	PBI MATRIX COAT 32 P5008665C (44 32 REG )	1	0	1	1365.00		1365.00	0.00
E 2	409999000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100025	V-FORCE PANT HAR	V-FORCE PANT HARNES P5008665C (GOLD 42 29 )	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A00347, A00348, A00353, A01360, A01329, A78923  
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Employee: RIZZI

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	04		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSG08665C <GOLD 40 29 >	2	2	0	1909.00		1909.00	3818.00
									SUBTOTAL	3818.00
									SALES TAX	0.00
									TOTAL INVOICE	3818.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

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Employee: BAUER, J

Cust Code	SI Unit	Cust P.O.	Ship Via	Terms	Due Date
JCFD	13		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 2	4001420004	V-FORCE COAT K7	PBT MATRIX COAT 32 P5008665C (44 32 REG )	1	0	1	1365.00		1365.00	0.00
E 3	4009990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 4	4000100025	V-FORCE PANT HAR	V-FORCE PANT HARNES P5008665C (GOLD 42 27 )	1	1	0	1989.00		1989.00	1989.00

NJ ST CONT A80947, A80948, A80953, A81360, A81329, A78923  
 PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1989.00
SALES TAX	0.00
TOTAL INVOICE	1989.00

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Employee: CARTER, JOSEPH

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100014	V-FORCE PANT HAR	V-FORCE PANT HARNES P6GQ8665C <GOLD 36 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: ORTIZ, JULIO

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	11		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
E 3	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	0	1	1365.00		1365.00	0.00
E 4	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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H  
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(201) 547-4264 01

Employee: COTTY, JOSE

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	11		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
3 E.	4000100034	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 46 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: CAPT. HUGERICH, PETE

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	11		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 3	4000100014	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 36 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: HENRIQUEZ, ALBERTO

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420005	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 LONG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100023	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 31 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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B JERSEY CITY FIRE DEPARTMENT  
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S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: DEPAOLO, ANTHONY

Cust Code	Slsman	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420003	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 SHORT >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100017	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 27 >	1	1	0	1909.00		1909.00	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1909.00
SALES TAX	0.00
TOTAL INVOICE	1909.00

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Employee: CAPT. DISTASO, LEONA

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 3	4000100027	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 42 31 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	2	2	0	66.99		66.99	133.98
									SUBTOTAL	2042.98
									SALES TAX	0.00
									TOTAL INVOICE	2042.98

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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JERSEY CITY FIRE DEPARTMENT

(201) 547-4264 01

Employee: WEBB, PHILLIP

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty S.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420009	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <48 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN-OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100026	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 42 29 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99

NJ ST CONT A80947, A80948, A80953, A81360, A81329, A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1975.99
SALES TAX	0.00
TOTAL INVOICE	1975.99

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(201) 547-4264 01

Employee: PALAMARA, VINCENT

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420005	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 LONG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100027	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 42 31 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99

NJ ST CONT A80947, A80948, A80953, A81360, A81329, A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1975.99
SALES TAX	0.00
TOTAL INVOICE	1975.99

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Employee: CAPT. BAUER, ALBERT

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420009	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <48 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100026	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 42 29 >	2	2	0	1909.00		1909.00	3818.00
E 5	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99
									SUBTOTAL	3884.99
									SALES TAX	0.00
									TOTAL INVOICE	3884.99

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: DE PIERRO, DAVID

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100010	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 34 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: GRACIA, RAYMOND

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420009	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <48 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: MOORE, BERTRAND

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420007	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <46 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99
									SUBTOTAL	1975.99
									SALES TAX	0.00
									TOTAL INVOICE	1975.99

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: NOVEMBRE, JOE

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	11		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 3	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947, A80948, A80953, A81360, A81329, A78923  
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(201) 547-4264 01

Employee: CAPT. PALADINO, BRET

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420018	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <40 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100010	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 34 29 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99
									SUBTOTAL	1975.99
									SALES TAX	0.00
									TOTAL INVOICE	1975.99

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: O'BRIEN

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	13		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty ship.	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
22 E	4000100036	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 46 33 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: CORSILLO

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	13		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty S.O.	Gross Price	Disc	Net Price	Ext Price
E 25	4000100030	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGG8665C <GOLD 44 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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JERSEY CITY FIRE DEPARTMENT

(201) 547-4264 01

Employee: WALSH

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	13		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 25	4000100030	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 44 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

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Employee: KEEPERS, COREY

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC-TURN OUT GEAR	1	1	0	150.00		150.00	150.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: PANTS

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	04		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
3 E	4000100030	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 44 29 >	1	1	0	1909.00		1909.00	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1909.00
SALES TAX	0.00
TOTAL INVOICE	1909.00

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(201) 547-4264 01

Employee: BAUER, J

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	13		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty 8.0.	Gross Price	Disc	Net Price	Ext Price
E 2	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 3	4099990000	40	MISC TURN-OUT GEAR	1	1	0	150.00		150.00	150.00

NJ ST CONT A80947, A80948, A80953, A81360, A81329, A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1515.00
SALES TAX	0.00
TOTAL INVOICE	1515.00

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B JERSEY CITY FIRE DEPARTMENT  
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L JERSEY CITY, NJ 07302

S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: ORTIZ, JULIO

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	11		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 3	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 4	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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L JERSEY CITY, NJ 07302

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(201) 547-4264 01

Employee: CAPT. BYRNE, GARY

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420002	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <42 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	3424.00
									SALES TAX	0.00
									TOTAL INVOICE	3424.00

NJ ST CONT A80947, A80948, A80953, A81360, A81329, A78923  
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Employee: B/C JOHNSON, JOHN

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty S.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420013	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <S2 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100030	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 44 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: MAUER, MICHAEL

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 2	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 3	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: CASELLA, ANDREW

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1			PBI MATRIX COAT 32 PSGQ8665C							
E 1	4001420009	V-FORCE COAT K7	<48 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100026	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 42 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: SILLETO, ANTHONY

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100018	V-FORCE PANT HAR	V-FORCE PANT. HARNES PSGQ8665C <GOLD 38 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	3424.00
									SALES TAX	0.00
									TOTAL INVOICE	3424.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: DRENNAN, DEREK

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420002	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <42 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	3424.00
									SALES TAX	0.00
									TOTAL INVOICE	3424.00

NJ ST CNT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: VERDINO, TOM

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420018	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <40 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100030	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 44 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: CAPT DUBICKI

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR.	1	1	0	150.00		150.00	150.00
E 3	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	3424.00
									SALES TAX	0.00
									TOTAL INVOICE	3424.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: BARNABLE, CHRISTOPHE

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420002	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <42 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 29 >	1	0	1	1909.00		1909.00	0.00
E 6	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99
									SUBTOTAL	1581.99
									SALES TAX	0.00
									TOTAL INVOICE	1581.99

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 . 01

Employee: BARNABLE, CHRISTOPHE

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 3	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNES PSG08665C <GOLD 38 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: COSSOLINI, JOHN

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100010	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 34 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: CAPT. BAYKOWSKI, ROB

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	VENDOR Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100023	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 31 >	1	0	1	1909.00		1909.00	0.00
E 2	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 3	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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SUBTOTAL	1515.00
SALES TAX	0.00
TOTAL INVOICE	1515.00

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Employee: CAPT. BAYKOWSKI, ROB

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100023	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 31 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: DITOMASSO, JOSEPH

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/23/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price	
E 1	4001420007	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <46 32 REG >	1	1	0	1365.00		1365.00	1365.00	
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00	
E 3	4000100023	V-FORCE PANT.HAR	V-FORCE PANT HARNES PSGQ8665C <BOLD 40 31 >	1	0	1	1909.00		1909.00	0.00	
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99	
									NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923 PLS PROCESS THIS INVOICE FOR PAYMENT	SUBTOTAL SALES TAX	1581.99 0.00
									TOTAL INVOICE	1581.99	

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(201) 547-4264 01

Employee: DITOMASSO, JOSEPH

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 3	4000100023	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 31 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947, A80948, A80953, A81360, A81329, A78923  
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L ATT: FISCAL  
L JERSEY CITY, NJ 07302

S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: MOORE, BERTRAND

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420007	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <46 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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B JERSEY CITY FIRE DEPARTMENT  
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L JERSEY CITY, NJ 07302

S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: CAPT. GIOVE, SAMUEL

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
E 2	4001420018	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <40 32 REG >	1	0	1	1365.00		1365.00	0.00
E 3	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00

NJ ST CONT. A80947, A80948, A80953, A81360, A81329, A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1909.00
SALES TAX	0.00
TOTAL INVOICE	1909.00

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(201) 547-4264 01

Employee: ANZIVINO

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	11		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420018	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <40 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100021	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 27 >	1	0	1	1909.00		1909.00	0.00
E 4	4001620003	CRL2	2" SCOTCHLITE LETTERS/LOOSE a n z i v i n o <L/YEL >	8	8	0	3.50		3.50	28.00
E 5	4099990000	40	MISC TURN OUT GEAR sewing charges	8	8	0	3.50		3.50	28.00
E 6	4001260000	SR836	V-FORCE SUSP SHORT PSG08665C	1	0	1	66.99		66.99	0.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT.

SUBTOTAL	1571.00
SALES TAX	0.00
TOTAL INVOICE	1571.00

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Employee: FINNERTY, BRIAN

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	0	1	1365.00		1365.00	0.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	0	1	150.00		150.00	0.00
E 3	4000100026	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 42 29 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	0	1	66.99		66.99	0.00
									SUBTOTAL	1909.00
									SALES TAX	0.00
									TOTAL INVOICE	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

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(201) 547-4264 01

Employee: SAVAGE, MATTHEW

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/27/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNEE PSGQ8665C <GOLD 38 29 >	1	0	1	1909.00		1909.00	0.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	0	1	66.99		66.99	0.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: GIMBERT, BRIAN

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	08		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420018	V-FORCE COAT X7	PBI MATRIX COAT 32 PSGG8665C <40 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100015	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 36 31 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99
									SUBTOTAL	3490.99
									SALES TAX	0.00
									TOTAL INVOICE	3490.99

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: BURNS, JON

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 29 >	1	0	1	1909.00		1909.00	0.00
E 2	4001420002	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <42 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 3	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329;A78923  
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Employee: SARNI, CLARIMONDO

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty S.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 29 >	1	0	1	1909.00		1909.00	0.00
E 2	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 3	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 4	4001260000	SR836	V-FORCE SUSP SHORT PSG08665C	1	0	1	66.99		66.99	0.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: CARRION, JASON

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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JERSEY CITY, NJ 07302

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JERSEY CITY FIRE DEPARTMENT

(201) 547-4264 01

Employee: MILNE, WALTER

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420011	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQB665C <50 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQB665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	3424.00
									SALES TAX	0.00
									TOTAL INVOICE	3424.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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(201) 547-4264 01

Employee: CAPT. MELFA, JOHN

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420002	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <42 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100018	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 29 >	1	0	1	1909.00		1909.00	0.00
E 4	4001260000	SR836	V-FORCE SUSP SHORT PSGQ8665C	1	1	0	66.99		66.99	66.99
NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923 PLS PROCESS THIS INVOICE FOR PAYMENT									SUBTOTAL	1581.99
									SALES TAX	0.00
									TOTAL INVOICE	1581.99

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(201) 547-4264 01

Employee: NEGRON, VICTOR

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420002	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <42 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100014	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 36 29 >	1	1	0	1909.00		1909.00	1909.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99
									SUBTOTAL	3490.99
									SALES TAX	0.00
									TOTAL INVOICE	3490.99

NJ ST CONT A80947,A80948,A80953,AB1360,AB1329,A78923  
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(201) 547-4264 01

Employee: RODRIGUEZ, MATTHEW

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1 E	4001420004	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 REG >	1	1	0	1365.00		1365.00	1365.00
2 E	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
3 E	4000100023	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 31 >	1	1	0	1909.00		1909.00	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	3424.00
SALES TAX	0.00
TOTAL INVOICE	3424.00

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B JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: PETRANGELI, FRANK

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420007	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <46 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100030	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 44 29 >	1	0	1	1909.00		1909.00	0.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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Employee: BERTH, MIKE

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420009	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <48 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	3424.00
									SALES TAX	0.00
									TOTAL INVOICE	3424.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
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S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: BERCKES, MICHAEL

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420001	V-FORCE COAT K7	PBI MATRIX COAT-32 PSGQ8665C <42 32 SHORT >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100017	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 38 27 >	1	0	1	1909.00		1909.00	0.00
E 4	4000520000	SR840	V-FORCE REG SUSPENDR PSG8665C	1	1	0	66.99		66.99	66.99
									SUBTOTAL	1581.99
									SALES TAX	0.00
									TOTAL INVOICE	1581.99

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

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B JERSEY CITY FIRE DEPARTMENT  
I 465 MARIN BLVD  
L ATT: FISCAL  
L JERSEY CITY, NJ 07302

S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: B/C RATYNYIAK, KENNETH

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	08		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 2	4001420009	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <48 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 3	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1515.00
SALES TAX	0.00
TOTAL INVOICE	1515.00

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ATT: FISCAL  
JERSEY CITY, NJ 07302

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JERSEY CITY FIRE DEPARTMENT

(201) 547-4264 01

Employee: CAPT MURPHY

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1			PBI MATRIX COAT 32 PSGQ8665C							
E	4001420009	V-FORCE COAT K7	<48 32 REG >	1	1	0	1365.00		1365.00	1365.00
E	2	4099990000	40 MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E	3	4000100026	V-FORCE PANT HARNES PSGQ8665C <GOLD 42 29 >	1	1	0	1909.00		1909.00	1909.00
									SUBTOTAL	3424.00
									SALES TAX	0.00
									TOTAL INVOICE	3424.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

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S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: BUDINICK, DAVE

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420003	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 SHORT >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1515.00
SALES TAX	0.00
TOTAL INVOICE	1515.00

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L ATT: FISCAL  
L JERSEY CITY, NJ 07302

S JERSEY CITY FIRE DEPARTMENT  
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(201) 547-4264 01

Employee: CAPT. RODRIGUEZ, RIC

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	14		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420009	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <48 32 REG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100022	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 29 >	1	1	0	1909.00		1909.00	1909.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	3424.00
SALES TAX	0.00
TOTAL INVOICE	3424.00

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JERSEY CITY, NJ 07302

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JERSEY CITY FIRE DEPARTMENT

(201) 547-4264 01

Employee: ROBALINO, ROBERT

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420003	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <44 32 SHORT >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

SUBTOTAL	1515.00
SALES TAX	0.00
TOTAL INVOICE	1515.00

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L ATT: FISCAL  
L JERSEY CITY, NJ 07302

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(201) 547-4264 01

Employee: MCGRAW, JAMES

Cust Code	Slsman	Cust P.O.	Ship Via	Terms	Due Date
JCFD	05		PICK UP	NET 30 DAYS	4/26/17

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
E 1	4001420010	V-FORCE COAT K7	PBI MATRIX COAT 32 PSGQ8665C <48 32 LONG >	1	1	0	1365.00		1365.00	1365.00
E 2	4099990000	40	MISC TURN OUT GEAR	1	1	0	150.00		150.00	150.00
E 3	4000100024	V-FORCE PANT HAR	V-FORCE PANT HARNES PSGQ8665C <GOLD 40 33 >	1	0	1	1909.00		1909.00	0.00
									SUBTOTAL	1515.00
									SALES TAX	0.00
									TOTAL INVOICE	1515.00

NJ ST CONT A80947,A80948,A80953,A81360,A81329,A78923  
PLS PROCESS THIS INVOICE FOR PAYMENT

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

City Clerk File No. Res. 17-323

Agenda No. 10.Z.11.

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

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF 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

**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 07107 is in possession of State Contract No. A82583, will provide wireless devices and services for a total contract amount not to exceed three hundred thousand dollars (\$300,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-25-271-302	124478	A82583	\$300,000.00	\$500.00

**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 in the amount of \$300,000.00 for wireless devices and services is awarded to Verizon Wireless.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract shall be effective January 1, 2017 through December 31, 2017.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS CENTER**

I, \_\_\_\_\_, 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**;

<b>Acct #</b>	<b>P.O. #</b>	<b>State Contract</b>	<b>Total Contract</b>	<b>Temp Enc.</b>
01-201-25-271-302	124478	A82583	\$300,000.00	\$500.00

Approved by \_\_\_\_\_  
 Peter Folgado, Director of Purchasing  
 RPPC, QPA

3/29/17  
 Date

PF/pv  
 3/27/17

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

APPROVED AS TO LEGAL FORM

*R.B.*  
 3/31/17

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

Business Administrator

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

Certification Required

Not Required

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			
				OSBORNE				WATTERMAN			
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.

**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 COMMUNICATIONS CENTER**

**Initiator**

Department/Division	Public Safety	Communications
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**

Mobile service to all Public Safety vehicles, tablets, computers and cell phones.

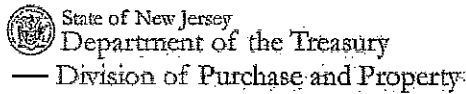
I certify that all the facts presented herein are accurate.

*Jerome Palk*  
Signature of Department Director

3/27/17  
Date

*[Signature]*  
Signature of Purchasing Director

3/29/17  
Date



Governor Chris Christie • Lt. Governor Kim Guadagno

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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](#)
- [Amendment #1 - Vendor Information Change Adobe PDF \(12 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	T-216A
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/12 TO: 08/31/17
<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

22583

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

### 5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

### 5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **five (5) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to **one (1)** year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

### 5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### 5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### 5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any

<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>	08/31/17
<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					
<b>Vendor:</b> AMERICAN MESSAGING			<b>Contract Number:</b> 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
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
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
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
<b>Vendor:</b> AT&T MOBILITY			<b>Contract Number:</b> 82584		
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
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA	1.000	LOT	NET	N/A

	RELATED...]				
	ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE 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: 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 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
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
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
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
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
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
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		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
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

**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 Bid Information Adobe PDF \(170 kb\)](#)
- [Addendum # 2 - Additional Bid Information Adobe PDF \(181 kb\)](#)

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**EXHIBIT A (Continuation)**

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Rehana Iqbal, Manager Affirmative Action/EEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

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

The contractor and the Police Department of New Jersey (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 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Rehana Iqbal - Manager AA/BEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Col. No.: 908-559-1807

Date: March 15, 2017

**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: Celco Partnership d/b/a Verizon Wireless

Address: One Verizon Way Basking Ridge, NJ 07920

Telephone No. : 917-693-7633 (Sales)

Contact Name: Bobby Samakal (Sales)

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions:**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

City Clerk File No. Res. 17-323

Agenda No. 10.Z.11.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF 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

**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 07107 is in possession of State Contract No. A82583, will provide wireless devices and services for a total contract amount not to exceed three hundred thousand dollars (\$300,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-25-271-302	124478	A82583	\$300,000.00	\$500.00

**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 in the amount of \$300,000.00 for wireless devices and services is awarded to Verizon Wireless.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract shall be effective January 1, 2017 through December 31, 2017.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS CENTER**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-25-271-302	124478	A82583	\$300,000.00	\$500.00

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

3/29/17  
Date

PF/pv  
3/27/17

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED**

**7-0**

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	Absent		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-324

Agenda No. 10.Z.12

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO W.E. TIMMERMAN COMPANY, INC. FOR PARTS AND REPAIRS OF STREET SWEEPERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

**WHEREAS**, parts and repairs are needed for the City of Jersey City's ("City") street sweepers; 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**, W.E. Timmerman Company Inc., 3544 Route, 22 West, Whitehouse, New Jersey 08888 is in possession of State Contract A85857, and will provide street sweepers parts and repairs for a total amount of sixty thousand dollars (\$60,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-310	124473	A85857	\$60,000.00	\$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 in the amount of \$60,000.00 is awarded to W.E. Timmerman Company Inc. for street sweepers parts and repairs.
2. The term of the contract shall be effective April 12, 2017 through December 31, 2017.
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 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.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 17-324

Agenda No. 10.Z.12. APR 12 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO W.E. TIMMERMAN COMPANY, INC. FOR PARTS AND REPAIRS OF STREET SWEEPERS UNDER STATE CONTRACT 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
01-201-26-315-310	124473	A85857	\$60,000.00	\$10,000.00

Approved by Peter Folgado, Director of Purchasing  
RPPO, OPA

March 24, 2017  
Date

PF/pv  
3/21/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

R.R.  
3-31-17

APPROVED: [Signature]  
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		Absent	
GABSDEN	✓			OSBORNE	✓			WATTERMAN		Absent	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Roland/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 W.E. TIMMERMAN FOR THE PURCHASE AND DELIVERY OF STREET SWEEPER PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Assistant DPW Director
Phone/email	201-547-4400	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**

The purpose of this resolution is to provide:

- ✦ Provide street sweeper parts.
- ✦ The City has 24 street sweepers.
- ✦ DPW spent about \$45,000.00 in 2016.

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

01-201-26-315-310 (Automotive Operating)  
 Contract Amount = \$60,000.00  
 Temporary Encumbrance = \$10,000.00

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

Contract is valid only through 12/31/17.

Type of award State Contract award

If "Other Exception", enter type   
 Additional Information

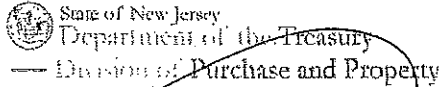
State contract # 85857

I certify that all the facts presented herein are accurate.

*Hector Ortiz*  
 Signature of Department Director      Date 08/24/17

*[Signature]*  
 Signature of Purchasing Director      Date 3/29/17





*WE Timmerman*

**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 DEQUER

**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 \(8 kb\)](#)
- [Amendment #1 - Contract Extension #1 to 1/29/2018 Adobe \(48 kb\)](#)

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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Index #:	T-2188
Contract #:	VARIOUS
Contract Period:	FROM: 01/30/14 TO: 01/29/18
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23107
Bid Open Date:	08/23/13
CID #:	1041259
Commodity Code:	760-36
Set-Aside:	NONE

Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	W E TIMMERMAN CO INC PO BOX 71 RTE 22 WHITEHOUSE, NJ 08888
Contact Person:	EDWARD K.BIXBY
Contact Phone:	908-534-4126
Order Fax:	908-534-2320
Contract#:	85857
Expiration Date:	01/29/18
Terms:	NONE
Delivery:	45 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: BINDER MACHINERY CO			Contract Number: 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, INCLUDING ...]  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 FOR WHEEL...)]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) NON-OEM PARTS (GROUP 18)  BRAND: HAMM REGION SERVED: STATEWIDE	1.000	LOT	3.00%	N/A
00034	COMM CODE: 913-71-063213 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]  ITEM DESCRIPTION: ROLLERS (CATEGORY 2) ROLLER REPAIRS BY A NON-OEM DEALER (GROUP 19)	1.000	HRATE	N/A	\$146.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
REGION SERVED: STATEWIDE					
00154	COMM CODE: 913-71-063200 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) BOSCH/REXROTH BRAND OEM REPAIRS (GROUP 87)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$94.00000
00157	COMM CODE: 720-36-063076 [PUMPING EQUIPMENT AND ACCESSORIES]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) COMPU-SPREAD BRAND OEM PARTS (GROUP 89)  REGION SERVED: STATEWIDE	1.000	LOT	NET	N/A
00158	COMM CODE: 913-71-063189 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]  ITEM DESCRIPTION: HYDRAULIC PUMPS, MOTORS, FITTINGS & HOSES (CATEGORY 11) COMPU-SPREAD BRAND OEM REPAIRS (GROUP 89)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$94.00000
Vendor: W E TIMMERMAN CO INC		Contract Number: 85857			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00065	COMM CODE: 765-75-063025 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ATHEY/MOBIL BRAND OEM PARTS (GROUP 38)  REGION SERVED: STATEWIDE	1.000	LOT	NET	N/A
00066	COMM CODE: 913-71-063134 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ATHEY/MOBIL BRAND OEM REPAIRS (GROUP 38)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$121.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00067	COMM CODE: 765-75-063026 [ROAD AND HIGHWAY EQUIPMENT]	1.000	LOT	NET	N/A

	(EXCEPT...)  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ELGIN BRAND OEM PARTS (GROUP 39)  REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00068	COMM CODE: 913-71-063135 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]  ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ELGIN BRAND OEM REPAIRS (GROUP 39)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$121.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00087	COMM CODE: 210-07-063042 [CONCRETE AND METAL PRODUCTS, CULVERTS,...]  ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) AQUATECH BRAND OEM PARTS (GROUP 51)  REGION SERVED: STATEWIDE	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00088	COMM CODE: 913-71-063159 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]  ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) AQUATECH BRAND OEM REPAIRS (GROUP 51)  REGION SERVED: STATEWIDE	1.000	HRATE	N/A	\$121.00000

CONTRACT ITEMS/SERVICES BY LINE ITEMS					
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005 85846	COMM CODE: 760-36-063002 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM PARTS (GROUP 3)  VENDOR: FOLEY INCORPORATED  REGION SERVED: NORTH & CENTRAL	1.000	LOT	NET	N/A
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005 85847	COMM CODE: 760-36-063002 [ROAD AND HIGHWAY EQUIPMENT: EARTH...]  ITEM DESCRIPTION: GRADERS AND EXCAVATORS (CATEGORY 1) CATERPILLAR BRAND OEM PARTS (GROUP 3)	1.000	LOT	NET	N/A



# State of New Jersey

CHRIS CHRISTIE  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. Box 230  
TRENTON, NEW JERSEY 08625-0230  
<https://www.njstart.gov>

FORD M. SCUDDER  
*State Treasurer*

KIM GUADAGNO  
*Lt. Governor*

JIGNASA DESAI-MCCLEARY  
*Director*

## AMENDMENT #1 T-2188

SOLICITATION # 23107  
January 18, 2017

**TO:** All Using Agencies and Cooperative Purchasing Participants

**FROM:** Vance Bequer, Procurement Specialist, Commodities Unit

**SUBJECT:** Parts & Repairs for Road Maintenance Equipment – One-Year Contract Extension

**CONTRACT PERIOD:** Original: January 30, 2014 to January 29, 2017  
First Extension: January 30, 2017 to January 29, 2018

Please be advised that eighteen (18) of the nineteen (19) Contracts for T-2188, have been extended for a period of one-year, through January 29, 2018, at the same Contract pricing, terms, conditions and specifications.

Jesco Inc. (Contract #A85848), declined the State's request for Contract extension.

Please retain this amendment for your file.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** W. E. TIMMERMAN CO., INC.

**Trade Name:**

**Address:** 3554 ROUTE 22 WEST  
WHITEHOUSE, NJ 08888

**Certificate Number:** 0065963

**Effective Date:** September 06, 1973

**Date of Issuance:** March 24, 2017

**For Office Use Only:**

20170324130421409

**EXHIBIT A (Continuation)**

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

~~The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.~~

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): EDWARD K. BIXBY, PRESIDENT

Representative's Signature: \_\_\_\_\_

Name of Company: W. E. TIMMERMAN CO., INC.

Tel. No.: 908-534-4126

Date: MARCH 22, 2017

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

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: EDWARD K. BIXBY, PRESIDENT

Representative's Signature: \_\_\_\_\_

Name of Company: W. E. TIMMERMAN CO. INC.

Tel. No.: 908-534-4126

Date: MARCH 22, 2017



**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: W.E. TIMMERMAN CO., INC.

Address: 3554 ROUTE 22 WEST PO BOX 71, WHITEHOUSE, NJ 08888

Telephone No: 908-534-4126

Contact Name: EDWARD K. BIXBY, PRESIDENT

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**

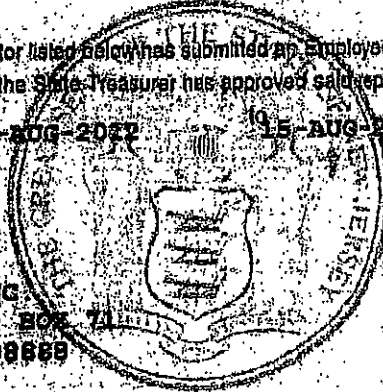
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Certification 5180

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2017** to **15-AUG-2019**



W. E. TIMMERMAN CO., INC.  
3554 RTE. 22 WEST, P.O. BOX 71  
WHITEHOUSE NJ 08889

A handwritten signature in black ink, appearing to read "Andrew P. Blumenthal", is written over a circular embossed seal of the State Treasurer's office. The seal features a crest with a figure holding a staff, similar to the state seal but smaller.

Andrew P. Blumenthal  
State Treasurer

Certificate Number  
661631

Registration Date: 01/29/2016  
Expiration Date: 01/28/2018



# State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

W.E. Zimmerman Co., Inc.  
**2016**

Responsible Representative(s):  
Edward Bixby, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

City Clerk File No. Res. 17-325

Agenda No. 10.Z.13.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SAMUELS INC. T/A BUY WISE AUTO PARTS FOR THE PURCHASE AND DELIVERY OF NON OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

**WHEREAS**, the City of Jersey City (City), Department of Public Works, Division of Automotive need parts and accessories for their non OEM light duty 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**, Samuels Inc. T/A Buywise Auto Parts, 2091 Springfield Avenue, Vauxhall, New Jersey 07088 is in possession of State Contract A85992, and will provide parts and accessories for their non OEM light duty vehicles for a total amount of two hundred twenty thousand dollars (\$220,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	124475	A85992	\$220,000.00	\$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 in the amount of \$220,000.00 is awarded to Samuels Inc. T/A Buywise Auto Parts for light duty vehicle parts.
2. The term of the contract shall be effective April 12, 2017 through December 31, 2017.
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 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.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 17-325  
Agenda No. 10.Z.13. APR 12 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SAMUELS INC. T/A BUY WISE AUTO PARTS FOR THE PURCHASE AND DELIVERY OF NON OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES UNDER STATE CONTRACT 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	124475	A85992	\$220,000.00	\$10,000.00

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing  
RPPO, OPA

March 24, 2017  
Date

PF/pv  
3/21/17

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 7-0

P.R.  
3-31-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	Absent		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
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 A CONTRACT TO SAMUELS, INC T/A BUY WISE AUTO PARTS FOR THE PURCHASE AND DELIVERY OF LIGHT DUTY PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Assistant DPW Director
Phone/email	201-547-4400	ortizh@jenj.org

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

**Contract Purpose**

The purpose of this resolution is to provide:

- ✦ Provide light duty parts.
- ✦ For Police, Fire, Public Works, OEM, Parking Enforcement vehicles.
- ✦ City's total fleet of vehicles is 1,600.
- ✦ DPW spent about \$250,000.00 in 2016.

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

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

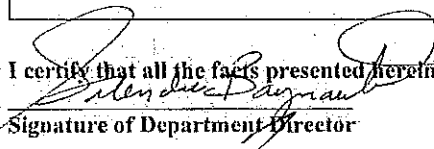
01-201-26-315-210 (Automotive Operating)  
 Contract Amount =\$220,000.00  
 Temporary Encumbrancy =\$10,000.00

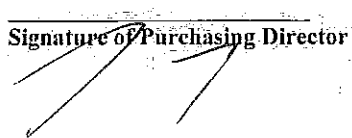
Contract is valid only through 12/31/17.

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 03/24/17

  
 Signature of Purchasing Director      Date 3/29/17



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SAMUELS, INC.  
**Trade Name:** BUY WISE AUTO PARTS  
**Address:** 2091 SPRINGFIELD AVE  
VAUX HALL, NJ 07088-1220  
**Certificate Number:** 0109843  
**Effective Date:** July 03, 1961  
**Date of Issuance:** March 24, 2017

**For Office Use Only:**

20170324145407071

Samuel Inc.



State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230  
<https://www.njstart.gov>

FORD M. SCUDDER  
State Treasurer

KIM GUADAGNO  
Lt. Governor

JIGNASA DESAI-MCCLEARY  
Director

AMENDMENT #1  
T-2761

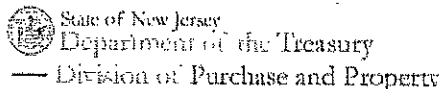
SOLICITATION # 22600  
November 30, 2016

TO: All Using Agencies and Cooperative Purchasing Participants  
FROM: Mark S. Gilbert , Procurement Specialist, Commodities Unit  
SUBJECT: NON-OEM Automotive Parts & Accessories for Light Duty Vehicles - One-Year Contract Extension  
CONTRACT PERIOD: Original: February 26, 2014 to February 25, 2017  
First Extension: February 26, 2017 to February 25, 2018

Please be advised that the following contracts have been extended for a period of one-year, through February 25, 2018, at the same contract terms, conditions and specifications:

Vendor {Contractor}	Blanket PO {Contract}
Brunos Inc.	A85991
Samuels Inc. T/A Buy Wise Auto Parts	A85992
National Parts Supply Co.	A85993
Burlington County Auto Parts	A85994
Fred Beans Parts Inc.	A85995
Uni Select USA Inc. D/B/A Fleet Parts	A85996
Associated Auto Parts	A85997
United Motor Parts Inc.	A85998
Superior Distributors Co., Inc.	A85999
Automotive Brake Co.	A86000
Vineland Auto Electric Inc.	A86001
PML Inc., D/B/A Politi Auto Parts	A86002
Auto Parts Connection	A86003
Tonsa Automotive Corp.	A86004
Route 23 Auto Mall	A86007
On-Line Auto Parts Inc.	A86008





**Notice of Award  
 Term Contract(s)**

**T-2761  
 NON-OEM AUTOMOTIVE PARTS & ACCESSORIES  
 FOR LIGHT DUTY VEHICLES**

Vendor Information
Authorized Dealers
By Vendor
By Item
RFP Documents
Email to REPIDEN@NJOREANL

**Downloadable NOA Documents**  
 (Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [At A Glance](#) Excel Document (142 kb)
- [State Contract Manager](#) Adobe PDF (83 kb)
- [Method of Operation](#) Adobe PDF (329 kb)
- [Amendment #1 - Contract Extension #1 to 2/25/2018](#) Adobe PDF (62 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat Viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

Index #:	T-2761
Contract #:	VARIOUS
Contract Period:	FROM: 02/26/14 TO: 02/25/18
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22600
Bid Open Date:	10/19/12
CID #:	1040421
Commodity Code:	060-66

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SAMUELS INC T/A BUY WISE AUTO PARTS 2087-2091 SPRINGFIELD AVE VALUXHALL, NJ 07088
Contact Person:	ROBERTS SAMUELS
Contact Phone:	908-688-5933
Order Fax:	908-688-5901
Contract#:	85992
Expiration Date:	02/25/18
Terms:	2% 10 NET 30
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SUPERIOR DISTRIBUTORS CO INC 4 MIDLAND AVE ELMWOOD PARK, NJ 07407
Contact Person:	EDWARD A.COSCIA
Contact Phone:	201-797-9490
Order Fax:	201-791-8129
Contract#:	85999
Expiration Date:	02/25/18
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	TONSA AUTOMOTIVE CORP 6 WILLOW STREET MOONACHIE, NJ 07074
Contact Person:	LEON BOBELIAN
Contact Phone:	800-437-0700
Order Fax:	516-299-4422
Contract#:	86004
Expiration Date:	02/25/18
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	UNI SELECT USA INC DBA FLEETPARTS 901 NORTH LENOLA RD MOORESTOWN, NJ 08057
Contact Person:	ERIC H. LEVY
Contact Phone:	800-257-7972
Order Fax:	856-439-5903
Contract#:	85996
Expiration Date:	02/25/18
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE

REGION SERVED: 1 THROUGH 6 PRICE LIST TYPE: RETAIL					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 060-66-083929 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 11 - REBUILT/REMANUFACTURED PARTS  BRAND: MOTORCRAFT  CONTRACT TYPE - REGION SERVED: PRIMARY - 6, SECONDARY - 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	47.50%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00078	COMM CODE: 060-94-083935 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 12 - TRANSMISSIONS  BRAND: MOTORCRAFT  CONTRACT TYPE - REGION SERVED: TERTIARY - 1 THROUGH 4 & 6 THROUGH 8 PRICE LIST TYPE: RETAIL	1.000	LOT	22.50%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00084	COMM CODE: 060-97-083940 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 13 - WINDSHIELD WIPER AND WASHER  BRAND: MOTORCRAFT  CONTRACT TYPE: SECONDARY REGION SERVED: 1 THROUGH 6 PRICE LIST TYPE: RETAIL	1.000	LOT	47.50%	N/A
Vendor: SAMUELS INC T/A BUY WISE AUTO PARTS		Contract Number: 85992			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 060-66-083869 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES	1.000	LOT	65.00%	N/A

	FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 1 - ACCESSORIES BRAND: AC DELCO CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 060-66-083870 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 1 - ACCESSORIES BRAND: DORMAN  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	66.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 060-66-083874 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 2 - ADDITIVES, AUTO CARE PRODUCTS AND PAINT BRAND: CRC  CONTRACT TYPE - REGION SERVED: PRIMARY - 1, 2 & 5, SECONDARY - 3 & 4 PRICE LIST TYPE: RETAIL	1.000	LOT	30.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 060-66-083878 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 3 - BRAKES, WHEELS, BEARINGS AND SEALS BRAND: AC DELCO  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	58.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 060-66-083882 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]	1.000	LOT	50.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	<p>ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).</p> <p>CATEGORY 3 - BRAKES, WHEELS, BEARINGS AND SEALS</p> <p>BRAND: MOTORCRAFT</p> <p>CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL</p>	1.000	LOT	33.00%	N/A
00020	<p>ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).</p> <p>CATEGORY 3 - BRAKES, WHEELS, BEARINGS AND SEALS</p> <p>BRAND: WAGNER</p> <p>CONTRACT TYPE - REGION SERVED: PRIMARY - 1, 2 &amp; 5, TERTIARY - 3 &amp; 4 PRICE LIST TYPE: RETAIL</p>	1.000	LOT	66.00%	N/A
00021	<p>ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).</p> <p>CATEGORY 4 - CHASSIS, STEERING AND SUSPENSION</p> <p>BRAND: AC DELCO</p> <p>CONTRACT TYPE: PRIMARY</p>	1.000	LOT	62.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL COMM CODE: 060-66-083888 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 4 - CHASSIS, STEERING AND SUSPENSION BRAND: MOOG CONTRACT TYPE - REGION SERVED: PRIMARY - 5, SECONDARY - 1 & 2, TERTIARY - 3 & 4 PRICE LIST TYPE: RETAIL	1.000	LOT	66.00%	N/A
00025	COMM CODE: 060-66-083890 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 4 - CHASSIS, STEERING AND SUSPENSION BRAND: MOTORCRAFT CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	50.00%	N/A
00028	COMM CODE: 060-66-083892 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 5 - COOLING SYSTEM BRAND: AC DELCO CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	63.00%	N/A
00029	COMM CODE: 060-66-083893 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).	1.000	LOT	57.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	CATEGORY 5 - COOLING SYSTEM BRAND: FOUR SEASONS CONTRACT TYPE - REGION SERVED: PRIMARY - 1, 2 & 5, SECONDARY - 3 & 4 PRICE LIST TYPE: RETAIL				
00032	COMM CODE: 060-66-083896 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 5 - COOLING SYSTEM  BRAND: MOTORCRAFT  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	56.00%	N/A
00035	COMM CODE: 060-66-083898 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 6 - DRIVELINE  BRAND: AC DELCO  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	62.00%	N/A
00037	COMM CODE: 060-66-083900 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 6 - DRIVELINE  BRAND: MOTORCRAFT  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	60.00%	N/A
00039	COMM CODE: 060-66-083902 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).	1.000	LOT	66.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	CATEGORY 6 - DRIVELINE BRAND: PRECISION CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL COMM CODE: 060-66-083903 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 7 - ELECTRICAL SYSTEM BRAND: AC DELCO CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	63.00%	N/A
00042	COMM CODE: 060-66-083904 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 7 - ELECTRICAL SYSTEM BRAND: BOSCH CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: INVOICE	1.000	LOT	15.00% MARKUP	N/A
00047	COMM CODE: 060-66-083909 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 7 - ELECTRICAL SYSTEM BRAND: MOTORCRAFT CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	50.00%	N/A
00049	COMM CODE: 060-66-083911 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS). CATEGORY 7 - ELECTRICAL SYSTEM	1.000	LOT	65.00%	N/A



LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	BRAND: STANDARD CONTRACT TYPE - REGION SERVED: SECONDARY - 1, 2 & 5, TERTIARY - 3 & 4 PRICE LIST TYPE: RETAIL				
00052	COMM CODE: 060-66-084296 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 7 - ELECTRICAL SYSTEM  ADDITIONAL BRAND: REMY  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: JOBBER	1.000	LOT	51.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00053	COMM CODE: 060-66-084006 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 8 - ENGINES  BRAND: AC DELCO  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	62.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00056	COMM CODE: 060-66-083917 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 8 - ENGINES  BRAND: MOTORCRAFT  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	62.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00060	COMM CODE: 060-66-083920 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 9 - EXHAUST SYSTEM	1.000	LOT	62.00%	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	BRAND: WALKER CONTRACT TYPE - REGION SERVED: SECONDARY - 1 & 2, TERTIARY - 3 & 5 PRICE LIST TYPE: RETAIL				
00062	COMM CODE: 060-66-083921 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 10 - FUEL SYSTEM  BRAND: AC DELCO  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	59.00%	N/A
00063	COMM CODE: 060-66-083922 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 10 - FUEL SYSTEM  BRAND: BOSCH  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: WHOLESALE	1.000	LOT	15.00% MARKUP	N/A
00065	COMM CODE: 060-66-083924 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 10 - FUEL SYSTEM  BRAND: MOTORCRAFT  CONTRACT TYPE: SECONDARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	51.00%	N/A
00068	COMM CODE: 060-66-083926 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 11 - REBUILT/REMANUFACTURED	1.000	LOT	57.00%	N/A

	PARTS BRAND: AC DELCO CONTRACT TYPE - REGION SERVED: PRIMARY - 1, SECONDARY - 2 & 3, TERTIARY - 4 & 5 PRICE LIST TYPE: RETAIL				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00069	COMM CODE: 060-66-083927 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 11 - REBUILT/REMANUFACTURED PARTS  BRAND: DELCO REMY  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: JOBBER	1.000	LOT	51.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 060-66-083929 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 11 - REBUILT/REMANUFACTURED PARTS  BRAND: MOTORCRAFT  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00075	COMM CODE: 060-94-083931 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 12 - TRANSMISSIONS  BRAND: AC DELCO  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	62.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00078	COMM CODE: 060-94-083935 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND	1.000	LOT	62.00%	N/A

	ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 12 - TRANSMISSIONS  BRAND: MOTORCRAFT  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 060-97-083937 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 13 - WINDSHIELD WIPER AND WASHER  BRAND: AC DELCO  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	63.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00084	COMM CODE: 060-97-083940 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 13 - WINDSHIELD WIPER AND WASHER  BRAND: MOTORCRAFT  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: RETAIL	1.000	LOT	51.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00094	COMM CODE: 060-66-084292 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]  ITEM DESCRIPTION: NON-OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (CLASS 4 OR LOWER, 15,000 LB. GVWR OR LESS).  CATEGORY 3 - BRAKES, WHEELS, BEARINGS AND SEALS  ADDITIONAL BRAND: NATIONAL  CONTRACT TYPE: PRIMARY REGION SERVED: 1 THROUGH 5 PRICE LIST TYPE: JOBBER	1.000	LOT	35.00%	N/A
Vendor: SUPERIOR DISTRIBUTORS CO INC		Contract Number: 85999			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

**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. 10:5-3) 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. 10:5-3) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Ryan Samuels / Vice President

Representative's Signature: [Signature]

Name of Company: Samuels Inc T/A Buy Wise Auto Parts

Tel. No.: 908-688-5933 x135 Date: 3/24/17

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

The contractor and the (hereafter "owner") do hereby agree that the

provisions of Title I of the Americans with Disabilities Act of 1990 (the "Act") (42 USC 12101 et seq), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, employees, and all other persons, from and against any and all claims, losses, damages, or expenses 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 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 the 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 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name: John Samuel / Vice President  
 Name of Company: Samuel's Inc. The Buy Wise Auto Parts  
 Date: 3/24/17  
 Tel No.: 908-513-3145

**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: Samuels Inc T/A Buy Wise Auto Parts  
Address: 32 Bishop St Jersey City, NJ 07304  
Telephone No: 908-688-5933 x 135  
Contact Name: Ryan Samuels

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

City Clerk File No. Res. 17-326

Agenda No. 10.Z.14.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEWARK BRUSH COMPANY LLC FOR ROAD MAINTENANCE EQUIPMENT AND SWEEPER BRUSHES PARTS AND REPAIRS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

WHEREAS, the City of Jersey City (City), Department of Public Works, Division of Automotive Services need parts and repairs for its road maintenance equipment and street brushes; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Newark Brush Company LLC, 1 Silver Court, Springfield, New Jersey 07081 is in possession of State Contract A85860, and will provide parts and repairs for the road maintenance equipment and street brushes for a total amount of one hundred thousand dollars (\$100,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-310	124474	A85860	\$100,000.00	\$10,000.00

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

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

1. A contract in the amount of \$100,000.00 is awarded to Newark Brush Company LLC for parts and repairs of the road maintenance equipment and street brushes.
2. The term of the contract shall be effective April 12, 2017 through December 31, 2017.
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 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.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)



City Clerk File No. Res. 17-326  
 Agenda No. 10.Z.14. APR 12 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEWARK BRUSH COMPANY LLC FOR ROAD MAINTENANCE EQUIPMENT AND SWEEPER BRUSHES PARTS AND REPAIRS UNDER STATE CONTRACT 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
01-201-26-315-310	124474	A85860	\$100,000.00	\$10,000.00

Approved by Peter Folgado, Director of Purchasing  
 RPPQ, QPA

March 24, 2017  
 Date

PF/pv  
 3/21/17

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	Absent		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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 A CONTRACT TO NEWARK BRUSH FOR THE PURCHASE AND DELIVERY OF STREET SWEEPER BRUSHES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Assistant DPW Director
Phone/email	201-547-4400	ortizh@icnj.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:

- ↓ Provide sweeper brushes.
- ↓ The City has 24 street sweepers.
- ↓ DPW spent about \$45,000.00 in 2016.

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

01-201-26-315-310 (Automotive Operating)  
 Contract Amount = \$100,000.00  
 Temporary Encumbrance = \$10,000.00

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

Contract is valid only through 12/31/17.

Type of award

If "Other Exception", enter type  Additional Information

State contract # 85860

I certify that all the facts presented herein are accurate.

*[Signature]* for AS      03/24/17  
 Signature of Department Director      Date

*[Signature]*      3/29/17  
 Signature of Purchasing Director      Date



State of New Jersey  
Department of the Treasury  
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno  
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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	NEWARK BRUSH COMPANY	85860

[TOP](#)

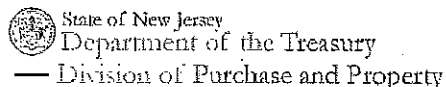


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This site is maintained by the Division of Revenue and Enterprise Services.

<b>Vendor Name &amp; Address:</b>	NEWARK BRUSH COMPANY 1 SILVER COURT SPRINGFIELD, NJ 07081
<b>Contact Person:</b>	MATTHEW STEWART
<b>Contact Phone:</b>	973-376-1000
<b>Order Fax:</b>	973-376-9888
<b>Contract#:</b>	85860
<b>Expiration Date:</b>	01/29/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	3 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>	



**Notice of Award  
 Term Contract(s)**

**T-2188  
 PARTS & REPAIRS FOR ROAD MAINTENANCE  
 EQUIPMENT**

Vendor Information
By Vendor
By Item
RFP Documents
Email to VANCE BEQUER

**Downloadable NOA Documents**  
 (Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Amendment #1 - Contract Extension #1 to 1/29/2018 Adobe PDF \(48 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	T-2188
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 01/30/14 TO: 01/29/18
<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

Expiration Date:	01/29/18
Terms:	4% 10 NET 30
Delivery:	4 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	NEWARK BRUSH COMPANY 1 SILVER COURT SPRINGFIELD, NJ 07081
Contact Person:	MATTHEW STEWART
Contact Phone:	973-376-1000
Order Fax:	973-376-9888
Contract#:	85860
Expiration Date:	01/29/18
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	NORCIA CORP 451 BLACKHORSE LANE NORTH BRUNSWICK, NJ 08902
Contact Person:	PAT NORCIA
Contact Phone:	732-297-1101
Order Fax:	732-297-8129
Contract#:	85864
Expiration Date:	01/29/18
Terms:	1% 10 NET 30
Delivery:	15 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	OLD DOMINION BRUSH CO 5118 GLEN ALDEN DRIVE RICHMOND, VA 23231
Contact Person:	DUKE BRIZZOLARA
Contact Phone:	800-446-9823
Order Fax:	804-226-6914
Contract#:	85861
Expiration Date:	01/29/18
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	ORCHARDS HYDRAULIC SERVICE INC PO BOX 218

	(GROUP 105) REGION SERVED: NORTH				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00205	COMM CODE: 913-71-086722 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]  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: 4 DAYS ARO	1.000	EACH	NET	N/A
<b>Vendor:</b> NEWARK BRUSH COMPANY		<b>Contract Number:</b> 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
<b>Vendor:</b> NORCIA CORP		<b>Contract Number:</b> 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, INCLUDING ...]	1.000	HRATE	N/A	\$45.00000

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Newark Brush Company, Inc LLC  
Address: 1 Silver St, Springfield, NJ 07081  
Telephone No: 973-376-1000  
Contact Name: Matthew Stewart

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.



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

The contractor and the owner of Newark Brush (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: Matthew Stewart  
Representative's Signature: [Signature]  
Name of Company: Newark Brush Company, Inc LLC  
Tel. No.: 973-376-0000 Date: 3/21/17

**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): Matthew Stewart/municipal sales

Representative's Signature: [Signature]

Name of Company: Newark Trust Company LLC

Tel. No.: 973-376-7000 Date: 3/21/17



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NEWARK BRUSH CO LLC  
**Trade Name:**  
**Address:** 1 SILVER COURT  
SPRINGFIELD, NJ 07081  
**Certificate Number:** 1705580  
**Effective Date:** March 30, 2012  
**Date of Issuance:** March 24, 2017

**For Office Use Only:**  
20170324145528429

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

The contractor and the OWNER of Newark Bay (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 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 representative.

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: Matthew Stewart  
Representative's Signature: [Signature]  
Name of Company: Newark Bay Trust Company, Inc. LLC  
Tel. No.: 973-376-0000 Date: 3/12/17

**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:

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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: Matthew Stewart/municipal sales

Representative's Signature: [Signature]

Name of Company: Newark Brick Company LLC

Tel. No.: 973-376-7000 Date: 3/21/17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Newark Brush Company, Inc LLC  
Address: 1 Silver St, Springfield, NJ 07081  
Telephone No: 973-376-1000  
Contact Name: Matthew Stewart

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned Business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

City Clerk File No. Res. 17-327

Agenda No. 10.Z.15.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS (ABCS POOL SERVICE) FOR THE MAINTENANCE SERVICES AND CHEMICALS FOR PERSHING FIELD, PAVONIA AND LAFAYETTE POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

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

**WHEREAS**, there exists a need for maintenance services and chemicals for Pershing Field, Pavonia and Lafayette pools; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including from Always Bright Clean Spotless (ABCS Pool Service), 355 Riverlawn Drive, Wayne, New Jersey 07470 in the total amount of thirty seven thousand, seven hundred eighty five dollars (\$37,785.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Always Bright Clean Spotless (ABCS Pool Service), attached hereto, to be the most advantageous, price and other factors considered; and

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

**WHEREAS**, the Director of the Division of Park Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$37,785.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-310	124448	\$37,785.00	\$8,000.00

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS (ABCS POOL SERVICE) FOR THE MAINTENANCE SERVICES AND CHEMICALS FOR PERSHING FIELD, PAVONIA AND LAFAYETTE POOLS 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 contract is awarded to Always Bright Clean Spotless Pool Service in the amount of \$37,785.00 for the maintenance services and chemicals for Pershing Field, Pavonia and Lafayette pools is authorized.
2. The term of the contract shall be effective April 12, 2017 through April 11, 2018.
3. Upon certification by an official or employee of the City authorized to administer the contract met, that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. 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.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 and 2018 fiscal year temporary and permanent budgets.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$8,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-310	124448	\$37,785.00	\$8,000.00

Approved by: \_\_\_\_\_ Date March 24, 2017  
Director of Purchasing, OPA, RPPO

APPROVED PE/Py  
3/21/17

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.12.17</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	Absent		
<del>GADSDEN</del>	✓			OSBORNE	✓			WATTERMAN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS (ABCS POOL SERVICE) FOR THE MAINTENANCE AND CHEMICALS FOR PERSHING FIELD, PAVONIA AND LAFAYETTE POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449	socasio@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 provide monthly maintenance and inspection of swimming pool and operations.
- ↓ For the Pavonia, Pershing Field and Lafayette pools.
- ↓ Winterize, summerize pools.
- ↓ Includes filtration and chemical feed system, chemicals, install deck equipment, lower water levels, blowout and cap filtration lines, etc
- ↓ All material and labor provides.
- ↓ DPW spent about \$37,000.00 in 2016.

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

17-01-201-28-375-310 (Parks Operating)  
 Contract amount =\$37,785.00  
 Temporary Encumbrancy =\$8,000.00

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

Contract is only valid until 12/31/17.

Type of award

If "Other Exception", enter type  Additional Information

Two (2) quotes Received:  
 1. ABC Pool for \$37,785.00  
 2. Deep Run Aquatic for \$47,650.00

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director

3/21/17  
 Date

  
 Signature of Purchasing Director

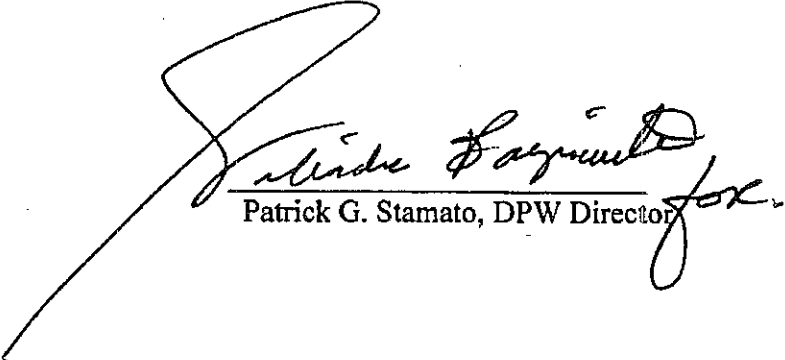
3/29/17  
 Date

## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for monthly maintenance and chemicals at the Pershing Field, Pavonia, and Lafayette Pools.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Always Bright Clean Spotless: DBA ABC Pool.
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.

3/21/17  
Date

  
Patrick G. Stamato, DPW Director fox.



A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE

WAYNE N.J. 07470

973-256-5536 EST. 1969

# PROPOSAL

DATE
1/1/2017

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 13 LINDEN AVE. EAST JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

PROJECT
2017 SERVICES

DESCRIPTION	QTY	COST	TOTAL
THIS PROPOSAL COVERS JAN. 1 THROUGH DEC 31, 2017			
PERSHING FIELD SWIMMING POOL:			
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	12	190.00	2,280.00
PAVONIA AVE SWIMMING POOL:			
LATE MARCH - PULL BACK COVER AND ADD CHLORINE AND ALGAEICIDE TO MAINTAIN WATER QUALITY FOR POOL OPENING		965.00	965.00
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		6,450.00	6,450.00
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	3	190.00	570.00
WINTERIZE 2016 WINTERIZE POOL AND EQUIPMENT. WINTERIZING CHEMICALS INCLUDED IN PRICE		4,800.00	4,800.00
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
1/1/2017

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 13 LINDEN AVE. EAST JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

PROJECT
2017 SERVICES

DESCRIPTION	QTY	COST	TOTAL
LATE MARCH - PULL BACK COVERS ON BOTH POOLS AND ADD CHLORINE AND ALGAECIDE TO MAINTAIN WATER QUALITY FOR OPENING		1,700.00	1,700.00
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		12,925.00	12,925.00
MONTHLY INSPECTION OF SWIMMING POOLS AND OPERATION	3	190.00	570.00
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		7,525.00	7,525.00
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED		<b>TOTAL</b>	<b>\$37,785.00</b>



March 8, 2017

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 March 8, 2017 thru December 31, 2017)

- 1) Pershing Field Swimming pool
  - Monthly Inspection of swimming pool and operations \$ 2,500.00
  
- 2) Pavonia Ave Swimming pool
  - End of March- Pull back cover and add chemicals to hold pool until opening \$ 1,000.00
  - Start up 2017: 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 \$ 700.00
  - Winterization of Swimming pool 2017 \$ 5,200.00
  
- 3) Lafayette Park Swimming Pools
  - End of March- Pull back covers both pools and add chemicals to hold pool until opening \$ 1,950.00
  - Drain and pressure wash and acid wash both pools \$ 14,200.00
  - Start Up 2017: 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 \$ 700.00
  - Winterization of Swimming pool 2017 \$ 7,900.00

**Total: \$47,650.00**

Sincerely,

Sean Haggerty  
Vice President





## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0065099 FOR ALWAYS BRIGHT CLEAN SPOTLESS CORPORATION IS VALID.



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	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
	51813	11-15-13	11-15-20

3. COMPANY NAME  
Always Bright Clean Spotless Corp dba/ ABCS Pool Service

4. STREET CITY COUNTY STATE ZIP CODE  
355 Riverlawn Dr Wayne Passaic NJ 07470

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE  
 1. Lost Certificate  2. Damaged  3. Other (Specify)  
Requested by Jersey City DPW

**SECTION B - SIGNATURE AND IDENTIFICATION**

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Fred McKenzie	Fred Mck	Pres	2   27   17

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)  
8 Squire Ln Wayne Passaic NJ 07470 973-256-5536

I certify that the information on this Form is true and correct.

**SECTION C - OFFICIAL USE ONLY**

RECEIVED DATE:	DIVISION OF REVENUE ID#:

**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



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 ACTIVITIES)

CERTIFICATE NO. 51813

DATES OF PAYROLL PERIOD USED: FROM Jan 2016 TO Dec 2016

NAME OF FACILITY:

Always Bright Clean Spotless Corp  
 Street City State Zip Code  
355 Riverlawn Dr Passaic NJ 07470

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1					1						
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS	5		1			4						
OFFICE & CLERICAL	2											
RAFTWORKERS												2
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	8		1			5						2

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE DATE SUBMITTED  
 LAST FIRST MI  
McKenzie Fred K Fred McK 2-27-17  
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)  
355 River Lawn Dr Wayne NJ 07470 973-256-5336

**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, BEO 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, BEO 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): Fred McKenzie

Representative's Signature: Fred McKenzie

Name of Company: ABC'S Pool Service

Tel. No.: 973-256-5536 Date: 2-27-17

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

The contractor and the Pres of ABC Pool Serv (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: Fred McKenzie  
Representative's Signature: [Signature]  
Name of Company: Always Bright Clean Spotless Corp. DBA/ ABC Pool Service  
Tel. No.: 973-256-5536 Date: 2-27-17

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. dba/ABC'S Pool Service

Address: 355 Riverlawn Dr. Wayne NJ 07470

Telephone No.: 973-236-536

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

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 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 \_\_\_\_\_ (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: 3-22-17

Subscribed and sworn before me  
this 22 day of March 2017.  
My Commission expires:

Fred McKenzie Fred McKenzie  
(Affiant)  
Fred McKenzie Pres  
(Print name & title of affiant) (Corporate Seal)

Denise Mazzanna  
**DENISE MAZZANNA**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB 1 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 (c).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewald for Council	Friends of Councilwoman 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: ABC5 Pet Service  
 Signed: Fred McKenzie Title: Pres  
 Print Name: Fred McKenzie Date: 2-27-17

Subscribed and sworn before me this 27<sup>th</sup> day of February, 2017

**DENISE MAZZANNA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES FEB. 1, 2018**

Denise Mazzanna  
 (Affiant)  
Denise Mazzanna  
 (Print name & title of affiant) (Corporate Seal)

# 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:	ABC'S Pool Service		
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.

Fred McKenzie                      Fred McKenzie                      Pres  
Signature                                  Printed Name                                  Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 17-328

Agenda No. 10.Z.16

Approved: APR 12 2017

TITLE:



**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the City of Jersey City (City) had a contract with Verizon New Jersey Inc. (Verizon) for providing telecommunications data lines, primary rate interface (PRI), internet and FIOS (Non-Centrex service) that was exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(f) because Verizon was providing services to the City that were regulated by the State of New Jersey Board of Public Utilities (BPU); and

**WHEREAS**, pursuant to BPU Order Docket No TX11090570 entered on May 19, 2015, the provision of Non-Centrex service by Verizon ceased to be a service that was exempt from public bidding; and

**WHEREAS**, it was necessary for the City to continue to have uninterrupted Non-Centrex service to ensure that the City's telecommunications data lines, primary rate interface (PRI), internet and FIOS services continue to be operational for all City personnel so that they could continue to respond to emergencies affecting the public health, safety, or welfare; and

**WHEREAS**, the Director of the Division of Information Technology notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the Division is preparing bid specifications so that the City can obtain proposals for Non-Centrex service; and

**WHEREAS**, the total cost of the Non-Centrex service from January 1, 2017 through June 30, 2017 is \$252,000.00; and

**WHEREAS**, funds in the amount of \$252,000.00 are available in Account No. 01-201-31-435-621.

Acct #	P.O. #	Total Contract	Encumbrance
01-201-31-435-621	124577	\$252,000.00	\$126,000.00

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

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Verizon of New Jersey Inc., P.O. Box 4833, Trenton, New Jersey 08650, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for Non-Centrex service is hereby ratified;
2. The total cost of the emergency contract is \$252,000.00;
3. The term of the contract shall be effective January 1, 2017 through June 30, 2017;

(continued on page 2)



City Clerk File No. Res. 17-328

Agenda No. 10.Z.16 APR 12 2017

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

- 4. The Director of the Division of Information Technology shall reduce to writing her notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 5. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.
- 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 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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. \$ 126,500.00

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

4/3/17  
Date

PF/pv  
3/28/17

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		Absent	
GADSDEN	✓			OSBORNE	✓			WATTERMEN		Absent	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
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 RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Initiator**

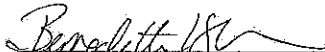
Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczak	Director
Phone/email	201-547-4313	Bkucharczak@jenj.org

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

**Resolution Purpose**

Contract with Verizon for the provision of telecommunications lines. Among these are PRIs (**Primary Rate Interface (PRI)**, a telecommunications interface standard used on an Integrated Services Digital Network (ISDN) for carrying multiple DS0 voice and data transmissions between the network and a user), as well as data lines for fax and voice mail processing.

I certify that all the facts presented herein are accurate,

  
Signature of Department Director

3 Apr 2017  
Date

  
Signature of Purchasing Director

4/3/17  
Date

## EMERGENCY CERTIFICATION

Bernadette Kucharczuk, of full age, hereby certifies as follows:

1. I am the Director of Data Processing for the City of Jersey City (City) Division of Information Technology (Division) and have knowledge of the goods and services that the City needs related to computer and telephone communications.
2. The City required and continues to require uninterrupted Non-Centrex services to ensure that the City's phone system continued and continues to be operational for all City personnel so that they could continue to respond to emergencies affecting the public health, safety, or welfare.
3. The Division is preparing specifications so that the City can obtain proposals for Non-Centrex services through a New Jersey State Contract vendor for such communication services.
4. The Division's recommendation was to award an emergency contract to Verizon, the previously contracted provider of these services until such time as a new award could be made through the New Jersey State Contract.
5. The term of the emergency contract is January 1, 2017 through June 30, 2017.
6. The total cost of the emergency contract is \$126,000.00.
7. This certification is made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1
8. 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: 29 March 2017

  
Bernadette Kucharczuk, Director  
Division of Information Technology



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0058598 FOR VERIZON BUSINESS NETWORK SERVICES INC. IS  
VALID.

**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): Rehana Iqbal, Manager Affirmative Action/EEO

Representative's Signature: *Rehana Iqbal*

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

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

The contractor and the Police Department of New Jersey (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: Rehana Iqbal - Manager AA/BEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Col. No.: 908-559-1807

Date: March 15, 2017

**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: Cellco Partnership d/b/a Verizon Wireless  
Address: One Verizon Way Basking Ridge, NJ 07920  
Telephone No.: 917-693-7633 (Sales)  
Contact Name: Bobby Samakal (Sales)

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**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Hallanan for Council
Lavatro for Councilman	Friends of Richard Boggianno
Friends of Joyce Watterman	Michael Yin
Friends of Daniel Rivera	Osborne for Council
Gajewald for Council	Friends of Councilwoman 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
Bell Atlantic Mobile Systems LLC	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless LLC	One Verizon Way Basking Ridge, NJ 07920
Verizon Americas Inc.	One Verizon Way Basking Ridge, NJ 07920

**Part 3 - Signature and Attestation:**

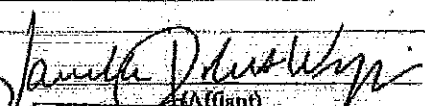
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business/Entity: Zelco Partnership d/b/a Verizon Wireless

Signed: [Signature] Title: Executive Director, Enterprise & Government Contracts  
 Print Name: Todd Loccasano Date: March 15, 2017

Subscribed and sworn before me this 15<sup>th</sup> day of March, 2017.

My Commission expires: 11/5/20

  
 (Affiant)  
**JANELE ROBERTS WIGGINS**  
 NOTARY PUBLIC (Corporate Seal)  
 BALTIMORE COUNTY  
 MARYLAND  
 MY COMMISSION EXPIRES NOV. 5, 2020



# 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:	Cellco Partnership d/b/a Verizon Wireless		
Address:	One Verizon Way		
City:	Basking Ridge	State:	NJ
		Zip:	07920

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

Todd Loccisano - Executive Director, Enterprise & Government Contracts  
Printed Name Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	\$ N/A

Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation:**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Celco Partnership d/b/a Verizon Wireless (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding January 1, 2017** (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 Celco Partnership d/b/a Verizon Wireless (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: Celco Partnership d/b/a Verizon Wireless

Signed: [Signature] Title: Executive Director, Enterprise & Government Contracts

Print Name: Todd Loccisano Date: March 15, 2017

Subscribed and sworn before me  
this 15 day of March, 2017.  
My Commission expires: 11/5/20

[Signature]  
JANELLE ROBERTS WIGGINS  
NOTARY PUBLIC  
(Print name of Notary Public) (Corporate Seal)  
BALTIMORE COUNTY  
MARYLAND  
MY COMMISSION EXPIRES NOV. 5, 2020

**\*\*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.**

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

City Clerk File No. Res. 17-329

Agenda No. 10.Z.17.

Approved: APR 12 2017

TITLE: .



## **RESOLUTION AUTHORIZING THE AWARD OF A 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 No. A85017, and will provide voice communication network services for a total contract amount of fifty seven thousand dollars (\$57,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-31-435-620	124480	A85017	\$57,000.00	\$28,500.00

**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 in the amount of \$57,000.00 for voice communication network services is awarded to Broadview Networks, Inc.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract shall be effective January 1, 2017 through June 30, 2017.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A 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	124480	A85017	\$57,000.00	\$28,500.00

Approved by Peter Belgado, Director of Purchasing  
RPPO, QPA

3/29/17  
Date

PF/pv  
3/27/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

R.P.  
3-31-17

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	Absent		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - 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**

**Initiator**

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Director
Phone/email	201-547-4313	BKucharczuk@dcnj.org

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


**Resolution Purpose**

Provision of voice and data circuits feeding the City's VOIP telephone system (PRIs), POTS lines for fax machines/alert systems/miscellaneous voice service and Internet service for the City of Jersey City

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

27 MAR 2017  
Date

  
Signature of Purchasing Director

3/29/17  
Date



PO BOX 9242  
UNIONDALE, NY 11555-9242

Account Number: 201-324-AAAD 342  
Invoice Number: 17028393  
Invoice Date: 2/12/17  
Due Date: 3/3/17

TOTAL AMOUNT DUE: \$28,780.54  
BILL PERIOD: 1/12/17-2/11/17

CITY OF JERSEY CITY  
13-15 LINDEN AVE E  
JERSEY CITY NJ 07305-4775

1-1382



**BILLING SUMMARY DESCRIPTIONS**

**GET A NEW  
ADVANCED UNIFIED  
COMMUNICATIONS  
SYSTEM WITH NO \$\$  
OUT OF POCKET FOR  
NEW EQUIPMENT.**

*OfficeSuite*<sup>®</sup>  
1-800-BROADVIEW

Previous Balance	\$19,030.34
Payment Received - Thank You!	\$0.00
Adjustments	\$0.00
<b>Balance Forward</b>	<b>\$19,030.34</b>
<b>Services</b>	
Line Charges, Features & Fees	\$6,180.52
Usage	\$824.09
Taxes & Surcharges	\$2,745.59
<b>Total Current Charges</b>	<b>\$9,750.20</b>
<b>Total Amount Due</b>	<b>\$28,780.54</b>

**Questions? Please contact your Service Manager, George Michaelides at 866-244-1000.**

**Special Messages This Month**

- Did you know that you can review and pay your bill by telephone? Try Broadview Networks Express Care at 1-800-BROADVIEW (1-800-276-2384).
- Broadview Networks services for business customers are provided under contract, and early termination could result in certain penalties and charges.
- Get Broadview Networks service for your business: Voice, Data, VoIP, professional services and a full line of cloud computing options.
- Visit us at [broadviewnet.com](http://broadviewnet.com). Click on e-Care Center. Access your account, review and pay your bill and reach our Customer Care Center online-anytime.
- This invoice complies with Federal requirements for Form W-9. The Federal EIN is 16-1401082.
- To avoid delays in payment processing, please be sure to mail your payment to the address on the remittance portion of this bill.

Visit us online at [www.broadviewnet.com](http://www.broadviewnet.com)

**Remittance**

Name:	CITY OF JERSEY CITY
Account Number:	201-324-AAAD
Payment due on/before:	3/3/17
<b>Total Amount Due</b>	<b>\$28,780.54</b>
Amount Enclosed	9750.20

Invoice# 17028393

BROADVIEW NETWORKS  
PO BOX 9242  
UNIONDALE NY 11555-9242



Please return this stub with your check made payable to "Broadview Networks" by 3/3/17

Please note your account number 201-324-AAAD on your

check:

0000000020170212201324AAAD00200028780546



PO BOX 9242  
UNIONDALE, NY 11555-9242

Account Number: 201-324-AAAD 342  
Invoice Number: 16979903  
Invoice Date: 1/12/17  
Due Date: 1/31/17

TOTAL AMOUNT DUE: \$19,030.34  
BILL PERIOD: 12/12/16-1/11/17

1-378  
CITY OF JERSEY CITY  
13-15 LINDEN AVE E  
JERSEY CITY NJ 07305-4775



**BILLING SUMMARY DESCRIPTIONS**

**GET A NEW  
ADVANCED UNIFIED  
COMMUNICATIONS  
SYSTEM WITH NO \$\$  
OUT OF POCKET FOR  
NEW EQUIPMENT.**

*OfficeSuite*<sup>®</sup>  
1-800-BROADVIEW

<b>Previous Balance</b>	<b>\$19,439.07</b>
Payment Received - Thank You!	(\$9,810.08)
Adjustments	\$0.00
<b>Balance Forward</b>	<b>\$9,628.99</b>
<b>Services</b>	
Line Charges, Features & Fees	\$6,180.52
Usage	\$498.53
Taxes & Surcharges	\$2,722.30
<b>Total Current Charges</b>	<b>\$9,401.35</b>
<b>Total Amount Due</b>	<b>\$19,030.34</b>

**Questions? Please contact your Service Manager, Gina Chiarito at 888-554-5240**

**Special Messages This Month**

- Effective 2/1/2017, depending on your Broadview Networks service(s), certain monthly recurring and usage charges will increase.
- Did you know that you can review and pay your bill by telephone? Try Broadview Networks Express Care at 1-800-BROADVIEW (1-800-276-2384).
- Visit us at [broadviewnet.com](http://broadviewnet.com). Click on e-Care Center. Access your account, review and pay your bill and reach our Customer Care Center online-anytime.
- Broadview Networks services for business customers are provided under contract, and early termination could result in certain penalties and charges.
- This invoice complies with Federal requirements for Form W-9. The Federal EIN is 16-1401082.
- Get Broadview Networks service for your business: Voice, Data, VoIP, professional services and a full line of cloud computing options.

Visit us online at [www.broadviewnet.com](http://www.broadviewnet.com)

**Remittance**

Name:	CITY OF JERSEY CITY
Account Number:	201-324-AAAD
Payment due on/before:	1/31/17
<b>Total Amount Due</b>	<b>\$19,030.34</b>
Amount Enclosed	9401.35

Invoice# 16979903

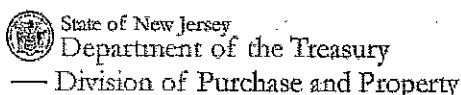
BROADVIEW NETWORKS  
PO BOX 9242  
UNIONDALE NY 11555-9242



Please return this stub with your check made payable to "Broadview Networks" by 1/31/17

Please note your account number 201-324-AAAD on your check.

00000000020170112201324AAAD00300019030344



**Notice of Award  
Term Contract(s)**

**T-1297  
VOICE COMMUNICATIONS NETWORK 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 \(8 kb\)](#)
- [Method of Operation Adobe PDF \(20 kb\)](#)
- [Price Lists - Broadview Adobe PDF \(72 kb\)](#)
- [Price Lists - AT&T Adobe PDF \(1 mb\)](#)
- [Subcontractor List Adobe PDF \(6 kb\)](#)
- [Amendment #1 - Change in Scope Adobe PDF \(19 kb\)](#)
- [Amendment #2 - Price List Update\(s\) Adobe PDF \(18 kb\)](#)

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-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*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22465
<b>Bid Open Date:</b>	04/17/13
<b>CID #:</b>	1040118
<b>Commodity Code:</b>	915-77
<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>01/28/16</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	AT&T CORP 1 AT&T WAY RM 4A252A BEDMINSTER, NJ 07921
<b>Contact Person:</b>	PAUL SEIFRIED
<b>Contact Phone:</b>	908-234-3475
<b>Order Fax:</b>	908-234-5317
<b>Contract#:</b>	85016
<b>Expiration Date:</b>	09/30/18
<b>Terms:</b>	NONE
<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

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

<b>Vendor Name &amp; Address:</b>	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

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: AT&T CORP			Contract Number: 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
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
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
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
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)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BROADVIEW NETWORKS, INC.

**Trade Name:**

**Address:** 500 FASHION AVE FL 2A  
NEW YORK, NY 10018-4982

**Certificate Number:** 0360997

**Effective Date:** January 04, 1999

**Date of Issuance:** March 27, 2017

**For Office Use Only:**

20170327162118365

**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: Broadview Networks  
Address: 800 WINDHAMSTER AVE. SUITE 501N, RYEBROOK NY 10573  
Telephone No: (914) 938-7000  
Contact Name: Kelly Blaine

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.

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, intentional or sexual orientation, gender identity or expression, disability, national origin, and that it will discriminate the list 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 persons being tested conform 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, promotion, layoff, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, intentional or sexual orientation, gender identity or expression, disability, personality 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 Employer Information Report

Employee Information Report Form A-AGE (electronically provided by the Division and distributed to the public agency through the Division's website at [www.nj.gov/divisions/employment](http://www.nj.gov/divisions/employment))

The contractor and its subcontractors shall furnish such reports or other documents in the Division of Purchases & 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 Purchases & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 16 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor agrees on their company's receipt, to acknowledge and commit to comply with:

EXHIBIT A  
N.J.S.A. 15:21 and N.J.A.C. 17:27  
MANDATORY E.O. 14176 EMPLOYMENT OPPORTUNITY LANGUAGE  
Contract, Procurement 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 may be null and void if the contractor fails to comply with the requirements of N.J.S.A. 15:21 and N.J.A.C. 17:27.

Representative's Name/Title

*Nancy Blaine / Director, Staffing*

Representative's Signature

*Nancy Blaine*

Name of Company

*Broadview Networks*

Tel. No. *914.922.7000*

Date: *3/27/17*

**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 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 them and 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 be a result 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 filed 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 required by the owner or its representatives.

It is expressly agreed and understood that any agreement by the owner of the services provided by the contractor pursuant to this contract will not release 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 interpreted to relieve the contractor from any liability, nor preclude the owner from taking any other action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name: Kelly Blante / Director Staffing  
 Representative's Signature: [Signature]  
 Name of Company: BROADVIEW NETWORKS  
 Tel. No.: 914 922 7000 Date: 3/27/17

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

City Clerk File No. Res. 17-330

Agenda No. 10.Z.18.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the City of Jersey City (City), compiles data on City properties including an inventory of vacant buildings. The Spatial Data Logic Software enhances the building permit process as well as maintains records on house code inspections. All data accumulated through this system is available to HEDC, H&HS, Department of Public Works and other City offices for permitting, licensing as well as maintaining a property record database for City land parcels; 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**, Software House International, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State Contract A89851, and submitted a proposal in the amount of ninety thousand, seven hundred fifty dollars (\$90,750.00) for the support of proprietary spatial logic software licenses; and

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

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	124400	A89851	\$90,750.00

**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 in the amount of \$90,750.00 is awarded to Software House International for the support of proprietary spatial logic software licenses.
2. The term of the contract shall be effective April 1, 2017 through March 31, 2018.
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 administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 17-330

Agenda No. 10.Z.18 APR 12 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR 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:

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	124400	A89851	\$90,750.00

Approved By Peter Folgado, Director of Purchasing  
RPFO, QPA

March 24, 2017  
Date

PF/pv  
2/6/17

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

APPROVED AS TO LEGAL FORM

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

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.12.17</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		Absent	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		Absent	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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 A WARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL DATA LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Information Technology Director
Phone/email	201-547-4442	bkucharczuk@jerj.org

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

**Contract Purpose**

Purchase of Spatial Data Logic (SOL) software licenses and support under NJ State Contract. This software will be used in HEDC, HHS, DPW and other City offices for permitting, licensing as well as maintaining a property record database for all City land parcels.

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

Operating Account - \$90,750

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

One year, 4-1-17 to 3-31-18

**Type of award** State Contract

If "Other Exception" enter type

**Additional Information**

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Bernadette Kucharczuk Dig efly signed by Bernadette Kucharczuk Date: 2017.02.06 09:11 A3 -0300

Signature of Department Director

Signature of Purchasing Director

Date 3/29/17



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHI INTERNATIONAL CORP.

**Trade Name:**

**Address:** 290 DAVIDSON AVENUE  
SOMERSET, NJ 08873

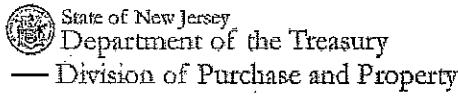
**Certificate Number:** 0078008

**Effective Date:** December 11, 1989

**Date of Issuance:** March 13, 2017

**For Office Use Only:**

20170313154027135



**Notice of Award  
Term Contract(s)**

**M-0003  
SOFTWARE LICENSE & RELATED SER**

Vendor Information
By Vendor
Email to JULIE MCGOWAN

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [SaaS Guidelines Worksheet Adobe PDF \(67 kb\)](#)
- [Scope of Work Requirements Adobe PDF \(13 kb\)](#)
- [Software Publisher Service Provider Agreement Adobe PDF \(6 kb\)](#)
- [Standard Terms and Conditions 2011 Adobe PDF \(93 kb\)](#)
- [Standard Terms and Conditions Addendum 2015 Adobe PDF \(9 kb\)](#)
- [State of NJ License Agreements Requirements Adobe PDF \(9 kb\)](#)
- [Documentation Requirements Adobe PDF \(41 kb\)](#)
- [New Jersey Custom Agreements List Adobe PDF \(92 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(445 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	M-0003
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/15 TO: 06/30/20
<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>	24052
<b>Bid Open Date:</b>	00/00/00
<b>CID #:</b>	
<b>Commodity Code:</b>	-
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

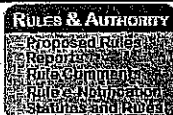
	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE, AZ 85283
Contact Person:	FRED TAFOYA
Contact Phone:	800-467-4448
Order Fax:	000-000-0000
Contract#:	89853
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	PCMG INC 14120 NEWBROOK DR STE 100 CHANTILLY, VA 20151
Contact Person:	BILL ABRAMS
Contact Phone:	201-655-0251
Order Fax:	000-000-0000
Contract#:	89854
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	NICK GRAPPONE
Contact Phone:	732-564-8189
Order Fax:	000-000-0000
Contract#:	89851
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: CDW GOVERNMENT LLC			Contract Number: 89849		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	SOFTWARE RELATED SERVICES (INCLUDING TRAINING) COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLTION (SAAS)	1.000	EA	NET	N/A
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
<b>Vendor: SHI INTERNATIONAL CORP</b>		<b>Contract Number: 89851</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A



OPRA | Open Public Records Act



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 Statewide: NJ Home | Services A to Z | Departments/Agencies | FAQs  
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EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

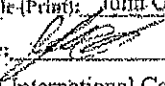
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John Oese- Contract Specialist

Representative's Signature: 

Name of Company: SHI International Corp.

Tel. No.: 732-564-8123

Date: 3/9/17

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

The contractor and the The Contractor of 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: John Oese - Contract Specialist  
Representative's Signature: [Signature]  
Name of Company: SHI International Corp.  
Tel. No.: 732-564-8123 Date: 3/9/17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: SHI International Corp.  
Address: 290 Davidson Ave., Somerset, NJ 08873  
Telephone No: 732-564-8123  
Contact Name: Eric Sachs

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.





hereby grants

# National Women's Business Enterprise Certification

to

## SHI International Corp.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women Presidents' Educational Organization – NY, a WBENC Regional Partner Organization.

Expiration Date: 02/28/2017  
WBENC National Certificate Number: 2005121863

*Marsha Firestone, Ph.D.*

Authorized by Marsha Firestone, Ph.D., President & Founder  
Women Presidents' Educational Organization – NY



**WOMEN PRESIDENTS' Educational Organization**  
PROVIDING WBENC CERTIFICATION

NAICS Codes: 541511

UNSPSC Codes: 43211500



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

City Clerk File No. Res. 17-331

Agenda No. 10.Z.19.

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A 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. Box 408, Newark, New Jersey 07107 is in possession of State Contract No. A82583, and will provide wireless devices and services for a total contract amount of ninety thousand dollars (\$90,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-31-435-616	124479	A82583	\$90,000.00	\$30,000.00

**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 in the amount of \$90,000.00 for wireless devices and services is awarded to Verizon Wireless.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract shall be effective January 1, 2017 through June 30, 2017.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 17-331

Agenda No. 10.Z.19. APR 12 2017

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A 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	124479	A82583	\$90,000.00	\$30,000.00

Approved by Peter Folgado, Director of Purchasing  
RPPO, QPA

3/29/17  
Date

PF/pv  
3/27/17

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

APPROVED AS TO LEGAL FORM

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

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	Absent		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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 CELLULAR GOODS AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Initiator**

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharezuk	Director
Phone/email	201-547-4343	BKucharezuk@jcnj.org

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

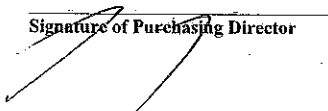
**Resolution Purpose**

Provision of cellular equipment and services to the City. Cell phones, broadband cards and tablets.

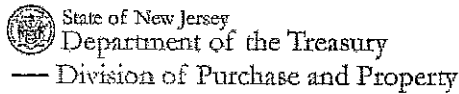
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

27 March 2017  
Date

  
Signature of Purchasing Director

3/27/17  
Date



**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](#)
- [Amendment #1 - Vendor Information Change Adobe PDF \(12 kb\)](#)

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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<b>Index #:</b>	T-216A
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/12 TO: 08/31/17
<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>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>	08/31/17
<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					
<b>Vendor:</b> AMERICAN MESSAGING			<b>Contract Number:</b> 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
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: ALPHNUMERIC PAGER	1.000	LOT	NET	N/A
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
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
<b>Vendor:</b> AT&T MOBILITY			<b>Contract Number:</b> 82584		
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
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA	1.000	LOT	NET	N/A

	RELATED...] ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B				
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 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 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
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
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
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
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
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
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



		EST QUANTITY	LOT	% DISCOUNT	
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		NET	N/A

**Downloadable RFP Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

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- [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 Bid Information](#) Adobe PDF (170 kb)
- [Addendum # 2 - Additional Bid Information](#) Adobe PDF (18 kb)

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**EXHIBIT A (Continuation)**

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

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

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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): Rehana Iqbal, Manager Affirmative Action/EEO

Representative's Signature: *Rehana Iqbal*

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

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

The contractor and the Police Department of New Jersey (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 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 its performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Rehana Iqbal - Manager AA/BEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

**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: Cellco Partnership d/b/a Verizon Wireless

Address: One Verizon Way Basking Ridge, NJ 07920

Telephone No. : 917-693-7633 (Sales)

Contact Name: Bobby Samakal (Sales)

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

City Clerk File No. Res. 17-332

Agenda No. 10.Z.20

Approved: APR 12 2017

TITLE:



## **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON FOR CENTREX VOICE COMMUNICATION SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, it is necessary to obtain centrex telephone service immediately to ensure the City's phone system is operational to all the City of Jersey City (City) personnel and to ensure that they are available to respond to all emergencies to protect the health, welfare and safety of the City of Jersey City's residents; and

**WHEREAS**, on May 6, 2015, the State of New Jersey Board of Public Utilities and Verizon entered into a stipulation on reclassification of services as competitive, whereby they recommend that the Board determine all of Verizon's mass market retail services be deemed competitive; and

**WHEREAS**, the Division of Information Technology is in the process of obtaining additional quotes to secure a vendor that possesses the necessary qualifications and that can provide the centrex telephone service; and

**WHEREAS**, the Division of Information Technology has to secure a vendor that possesses the necessary qualifications and that can provide the centrex telephone service immediately. As a result, the Director of the Division of Information Technology notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent is satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost of the centrex telephone service is \$78,000.00; and

Acct #	P.O. #	Total Contract	Encumbrance
01-201-31-435-619	124550	\$78,000.00	\$39,000.00

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

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Verizon, P.O. Box 4833, Trenton, New Jersey 08650 be made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for centrex telephone service is hereby ratified.
2. The total cost of the emergency contract is \$78,000.00.
3. The term of the contract shall be effective January 1, 2017 through June 30, 2017.
4. The Director of Information Technology shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent.

(Continued on page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON FOR CENTREX VOICE COMMUNICATION SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

4. The Director of Information Technology shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent.
5. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
6. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.
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 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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. \$ 39,000.00

Approved by: \_\_\_\_\_  
 Peter Fologado, Director of Purchasing  
 QPA, RPPO

March 29, 2017  
 Date

PF/pv  
 3/21/17

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-12-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	Absent		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
 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 RATIFYING AN EMERGENCY CONTRACT AWARD TO VERIZON NEW JERSEY INC. FOR VOICE COMMUNICATION (CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Initiator**

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Director
Phone/email	201-547-4313	Bkucharczuk@icnj.org

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


**Resolution Purpose**

Contract with Verizon for the provision of Centrex telephone services. Centrex is a legacy telephone system which the City is gradually retiring and replacing with Voice Over IP telephone systems. Among the chief features of Centrex is 4-digit dialing and call forwarding.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3 Apr 2017  
Date

  
Signature of Purchasing Director

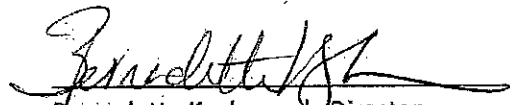
4/3/17  
Date

## EMERGENCY CERTIFICATION

Bernadette Kucharczuk, of full age, hereby certifies as follows:

1. I am the Director of Data Processing for the City of Jersey City (City) Division of Information Technology (Division) and have knowledge of the goods and services that the City needs related to computer and telephone communications.
2. The City required and continues to require uninterrupted Centrex service to ensure that the City's phone system continued and continues to be operational for all City personnel so that they could continue to respond to emergencies affecting the public health, safety, or welfare.
3. The Division is preparing specifications so that the City can obtain proposals for Centrex service through a New Jersey State Contract vendor for such communication services.
4. The Division's recommendation was to award an emergency contract to Verizon, the previously contracted provider of this service until such time as a new award could be made through the New Jersey State Contract.
5. The term of the emergency contract is January 1, 2017 through June 30, 2017.
6. The total cost of the emergency contract is \$78,000.00
7. This certification is made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1
8. 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: 29 March 2017



Bernadette Kucharczuk, Director  
Division of Information Technology



**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): Rehana Iqbal, Manager Affirmative Action/EEO

Representative's Signature: *Rehana Iqbal*

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

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

The contractor and the Police Department of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Rehana Iqbal - Manager AA/EEO

Representative's Signature: Rehana Iqbal

Name of Company: Celco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

**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: Cellco Partnership d/b/a Verizon Wireless  
Address: One Verizon Way Basking Ridge, NJ 07920  
Telephone No.: 917-693-7633 (Sales)  
Contact Name: Bobby Samakal (Sales)

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**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

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

*CITY OF JERSEY CITY*

**Part I - Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Hallanan for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman 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
Bell Atlantic Mobile Systems LLC	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless LLC	One Verizon Way Basking Ridge, NJ 07920
Verizon Americas Inc.	One Verizon Way Basking Ridge, NJ 07920

**Part 3 - Signature and Attestation**

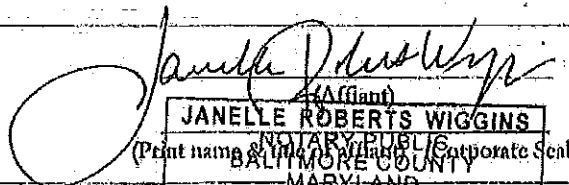
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business/Entity: Cellco Partnership d/b/a Verizon Wireless

Signed: [Signature] Title: Executive Director, Enterprise & Government Contracts  
 Print Name: Todd Loccisano Date: March 15, 2017

Subscribed and sworn before me this 15<sup>th</sup> day of March, 2017

My Commission expires: 11/5/20

  
 (Print name & title of Witness (Corporate Seal))  
**JANELLE ROBERTS WIGGINS**  
 NOTARY PUBLIC  
 BALTIMORE COUNTY  
 MARYLAND  
 MY COMMISSION EXPIRES NOV. 5, 2020

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

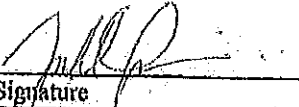
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Cellco Partnership d/b/a Verizon Wireless		
Address:	One Verizon Way		
City:	Basking Ridge	State: NJ	Zip: 07920

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

Todd Loeciano - Executive Director, Enterprise & Government Contracts  
Printed Name Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	\$ N/A

Check here if the information is continued on subsequent page(s).

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cellco Partnership d/b/a Verizon Wireless (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 1, 2017 (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 Cellco Partnership d/b/a Verizon Wireless (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: Cellco Partnership d/b/a Verizon Wireless

Signed: [Signature] Title: Executive Director, Enterprise & Government Contracts

Print Name: Todd Laccisano Date: March 15, 2017

Subscribed and sworn before me  
this 15 day of March, 2017.

My Commission expires: 11/5/20

[Signature]  
JANELLE ROBERTS WIGGINS  
NOTARY PUBLIC  
(Print name & title of Notary Public)  
TOWSON COUNTY  
MARYLAND  
MY COMMISSION EXPIRES NOV. 5, 2020

**\*\*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.**

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

City Clerk File No. Res. 17-333

Agenda No. 10.Z.21.

Approved: APR 12 2017

TITLE:



## RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

### COUNCIL

offered and moved adoption of the

following resolution:

**WHEREAS**, the City of Jersey City (City) required the services of an attorney to represent the City in the contract negotiations with various City unions; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside legal counsel to represent the City; 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 Law Department Director, Jeremy Farrell, has determined and certified in writing the value of the contract will exceed \$17,500.00; 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**, Apruzzese, McDermot, Mastro & Murphy 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 Apruzzese, McDermot, Mastro & Murphy from making any reportable contributions during the term of the contract; and

**WHEREAS**, Apruzzese, McDermot, Mastro & Murphy has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, in addition Apruzzese, McDermot, Mastro & Murphy has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$50,000.00 are available in Account No.: **17-01-201-20-155-312**; and

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

1. The award of a one year contract effective as of June 2016 with the law firm of Apruzzese, McDermott, Mastro & Murphy is hereby ratified for a total contract amount not to exceed \$50,000.00, including expenses;
2. This contract is awarded without competitive contracting as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. The award of this contract is subject to the condition that Apruzzese, McDermott, Mastro & Murphy provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

City Clerk File No. Res. 17-333

Agenda No. 10.Z.21. APR 12 2017

**TITLE: RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS**

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

6. 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 hereby certify that funds in the amount of \$50,000.00 available in Account No.: 17-01-201-20-155-312 for payment of this resolution.

*P.O.# 124476*

  
\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

*igp  
3/17/17*

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

*7-0*


*RR  
2-28-17*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		Absent	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		Absent	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AND AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	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 of Jersey City is in negotiations with various unions and will be endeavoring to bring contracts in line with best practices. Apruzzese has been instrumental in the City negotiations and the contract expands the union with which Apruzzese will be advising the City.

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

City Funds 17-01-201-20-155-312

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

One Year

**Type of award**

Direct/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 \_\_\_\_\_, 2017 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Apruzzese, McDermott, Mastro & Murphy**, Somerset Hills Corporate Center, 25 Independence Boulevard, P.O. Box 112, Liberty Corner, New Jersey 07938("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the representation of the City of Jersey City in various union negotiations.

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 \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.



Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

## **V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 *et seq.* adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 *et seq.*, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## **VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

#### **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

#### **X. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**Apruzzese, McDermott, Mastro & Murphy**

\_\_\_\_\_  
**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: \_\_\_\_\_

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Mark J. Blunda, Acting Vice President/Secretary  
Representative's Signature: *Mark J. Blunda*  
Name of Company: Apruzzese, McDermott, Mastro & Murphy P.C.  
Tel. No.: 908-580-1776 Date: February 13, 2017

**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): Mark J. Blunda, Acting Vice President/Secretary

Representative's Signature: 

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776

Date: February 15, 2017

**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: Apruzzese, McDermott, Mastro & Murphy, P. C.  
Address: 25 Independence Boulevard, Warren, NJ 07059  
Telephone No. : 908-580-1776  
Contact Name: Barry Marell, Treasurer

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 Apruzzese, McDermott, Mastro & Murphy, PC (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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed *Mark J. Blunda* Title: Acting Vice President/Secretary

Print Name Mark J. Blunda Date: \_\_\_\_\_

Subscribed and sworn before me  
this 15<sup>th</sup> day of Feb., 2017.

My Commission expires:

Seal) *Clara M. Longo*  
**CLARA M. LONGO**

**A Notary Public of New Jersey**

My Commission Expires 1/31/19

*Mark J. Blunda*  
(Affiant)  
Mark J. Blunda/Acting Vice President/Secretary  
(Print name & title of affiant) (Corporate

\*\*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 Apruzzese, McDermott, Mastro & Murphy, P.C., 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 **January 1, 2016** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavaro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman 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 which represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert T. Clarke	36 Cedar Road, Whitehouse Station, NJ 08889
Frederick T. Danser	853 Collins Meadow Drive, Georgetown, SC 29440
Maurice J. Nelligan	57 Country Acres Drive, Hampton, NJ 08827
Barry Marell	5 Lara Place, Warren, NJ 07059
Mark J. Blunda	73 South Manor Court, Wall, NJ 07719

**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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed: *Mark J. Blunda*

Title: Acting Vice President/Secretary

Print Name: Mark J. Blunda

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

Subscribed and sworn before me this <u>15<sup>th</sup></u> day of <u>February</u> , 2017. <u><i>Clara M. Longo</i></u> Notary Public My Commission expires: <u>CLARA M. LONGO</u> A Notary Public of New Jersey My Commission Expires <u>1/31/19</u>	<u><i>Mark J. Blunda</i></u> (Affiant) <u>Mark J. Blunda, Acting Vice</u> <u>President/Secretary</u> (Print name & title of affiant) (Corporate Seal)
---	---

# C.271 POLITICAL CONTRIBUTIONS 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 ten (10) days prior to the award of the contract.

## PART I – Vendor Information

Vendor Name:	Apruzzese, McDermott, Mastro & Murphy, P.C.
Address:	25 Independence Boulevard, P.O. Box 112
City, State & Zip Code:	Liberty Corner, New Jersey 07938

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

Mark J. Blunda  
Printed Name

Acting Vice President/Secretary  
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 \$300.00 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
Apruzzese, McDermott, Mastro & Murphy, P.C.	Nicholas Chiaravalloti for Assembly	11/7/16	\$300.00

Check here if the information is continued on subsequent page(s).



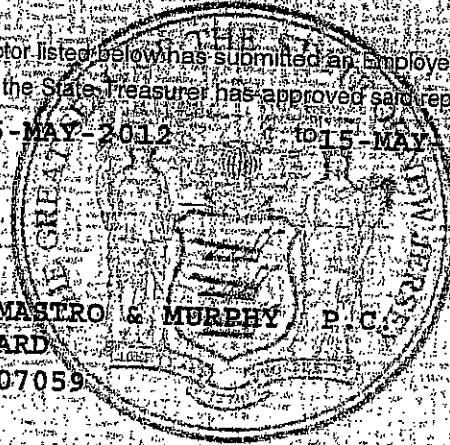
Certification: 8149

# 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-MAY-2012 to 15-MAY-2019



APRUZZESE, MCDERMOTT, MASTRO & MURPHY P.C.  
25 INDEPENDENCE BOULEVARD  
WARREN TOWNSHIP NJ 07059



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 288  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

APRUZZESE, MCDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0884804

ADDRESS:

25 INDEPENDENCE BLVD  
WARREN NJ 07089

EFFECTIVE DATE:

07/22/70

ISSUANCE DATE:

08/31/04

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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. 17-334

Agenda No. 10.Z.22.



TITLE:

## WITHDRAWN

**RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT OF 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 AL.**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, 247 Manila, LLC and other plaintiffs filed a complaint in Superior Court, 247 Manila Ave. LLC et al. v. City of Jersey City et al. in November 25, 2014 alleging that the City of Jersey City (City) conducted an illegal executive session of the City Council and challenging the legality of City Ordinance No. 14-103; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside counsel in this matter to represent the City and Donna Mauer, the Chief Financial Officer; and

**WHEREAS**, the City Council approved Resolution 15.174 on March 11, 2015 authorizing a one year professional services agreement with John Curley, Esq., Harborside Financial Center, 1200 Plaza Ten, Jersey City, NJ 07311 to represent the City and Donna Mauer for an amount not to exceed \$50,000.00; and

**WHEREAS**, John Curley, Esq. agreed to provide these services at a rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$50,000**; and

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the City Council approved Resolution 16.200 on March 23, 2016 authorizing a renewal of the professional services agreement with John Curley, Esq., for an additional twelve months and increasing the contract amount by an additional \$30,000.00 because the lawsuit was not concluded; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary to renew the professional services agreement with John Curley, Esq., for an additional twelve months and to increase the contract amount by an additional **\$50,000.00**; and

**WHEREAS**, this contract award is made in accordance with the "fair and open Process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, John Curley, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the 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: 04-215-55-888-990**.

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

## WITHDRAWN

# WITHDRAWN

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT OF 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 AL.**

1. The agreement with John Curley, Esq. is hereby renewed for an additional twelve months effective April 12, 2017 and amended to increase the contract amount by an additional **\$50,000** for a total amount of \$130,000;
2. The award of this contract shall be subject to the condition that John Curley, Esq 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 modifications as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. A copy of the Certification of Compliance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

# WITHDRAWN

I hereby certify that there are sufficient funds available in **Account No.: 04-215-55-888-990** for payment of this resolution. *P.O. # 124262*

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

:igp  
2/16/17

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required

*R.R.  
4-2-17*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>4.12.17</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

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

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

# WITHDRAWN

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT OF 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 AL.**

**Project Manager**

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-6545	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 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 \$50,000.00.

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

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

04-215-55-888-990  
\$50,000

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 \_\_\_\_\_, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, John J. Curley, Esq., Harborside Financial Center, 1202 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 LLC v. City of Jersey City and Donna Mauer*.

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 \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**



The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

## V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

#### **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**X. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**John J. 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.

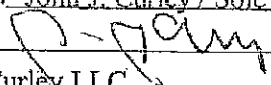
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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 Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John J. Curley / Sole Member

Representative's Signature: 

Name of Company: John J. Curley LLC

Tel. No.: 201-217-0700

Date: January 26, 2017



**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/eep/aa302.pdf>

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY  6
4. COMPANY NAME JOHN J. CURLEY, LLC		
5. STREET Harborside Financial Center	CITY Jersey City	COUNTY Hudson
	STATE NJ	ZIP CODE 07311
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

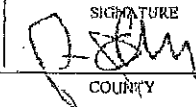
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	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								1					
Professionals	3	1	2	1											2
Technicians															
Sales Workers															
Office & Clerical	2		2							1	1				
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
<b>TOTAL</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>1</b>						<b>1</b>	<b>1</b>	<b>1</b>			<b>2</b>
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? <input checked="" type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) JOHN J. CURLEY	SIGNATURE 	TITLE MANAGER	DATE MO   DAY   YEAR 01   12   2017
17. ADDRESS NO. & STREET Harborside Financial Center	CITY Jersey City	COUNTY Hudson	STATE NJ
	ZIP CODE 07311	PHONE (AREA CODE, NO., EXTENSION) 201 - 217 - 0070	


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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: John J. Curley / Sole Member  
Representative's Signature:   
Name of Company: John J. Curley LLC  
Tel. No.: 201-217-0700 Date: January 26, 2017

**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 L. Curley LLC  
Address : Harborside Financial Center 1202 Plaza Ten, 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: Harborside Financial Center 1202 Plaza Ten, 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:

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**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-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 John J. Curley (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 \_\_\_\_\_

Title: Sole Member

Print Name John J. Curley

Date: January 26, 2017

Subscribed and sworn before me  
this 26 day of January, 2017.  
My Commission expires:

C. Cassagne  
(Affiant)  
John J. Curley / Sole Member  
(Print name & title of affiant) (Corporate Seal)

**CINDY CASSAGNE  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2455407  
My Commission Expires 8/10/2021**

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-BAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

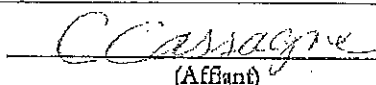
Name of Stock or Shareholder	Home Address
John J. Curley	121 Christie St., Leonia, NJ

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: John J. Curley LLC  
 Signature: [Signature] Title: Sole Member  
 Print Name: John J. Curley Date: January 27, 2017

Subscribed and sworn before me this 26 day of January, 2017

  
 (Affiant)  
John J. Curley, Sole Member  
 (Print name & title of affiant) (Corporate Seal)

My Commission expires: **CINDY CASSAGNE**  
**NOTARY PUBLIC OF NEW JERSEY**  
 Comm. # 2455407  
 My Commission Expires 8/10/2021

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

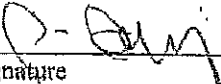
Required Pursuant To N.J.S.A. 19:44A-20.26

**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:	John J. Curley LLC		
Address:	Harborside Financial Center 1202 Plaza Ten		
City:	Jersey City	State:	NJ
		Zip:	07311

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.

	John J. Curley	Sole Member
Signature	Printed Name	Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

Check here if the information is continued on subsequent page(s)

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

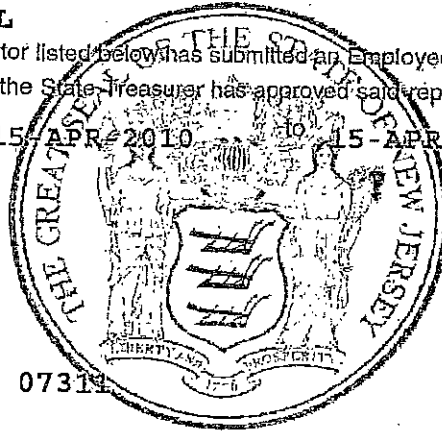
## RENEWAL

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 to 15-APR-2017

JOHN J. CURLEY LLC  
1202 PLAZA TEN  
JERSEY CITY

NJ 07311



A handwritten signature in black ink, appearing to be "D. P. ...", written over a horizontal line.

State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 280  
TRENTON, NJ 08646-0280

TAXPAYER NAME:

JOHN J. CURLEY LLC

TRADE NAME:



SEQUENCE NUMBER:

00000260

ADDRESS:

1200 PLZ TEN HARBOURSIDE FINC  
JERSEY CITY NJ 07310

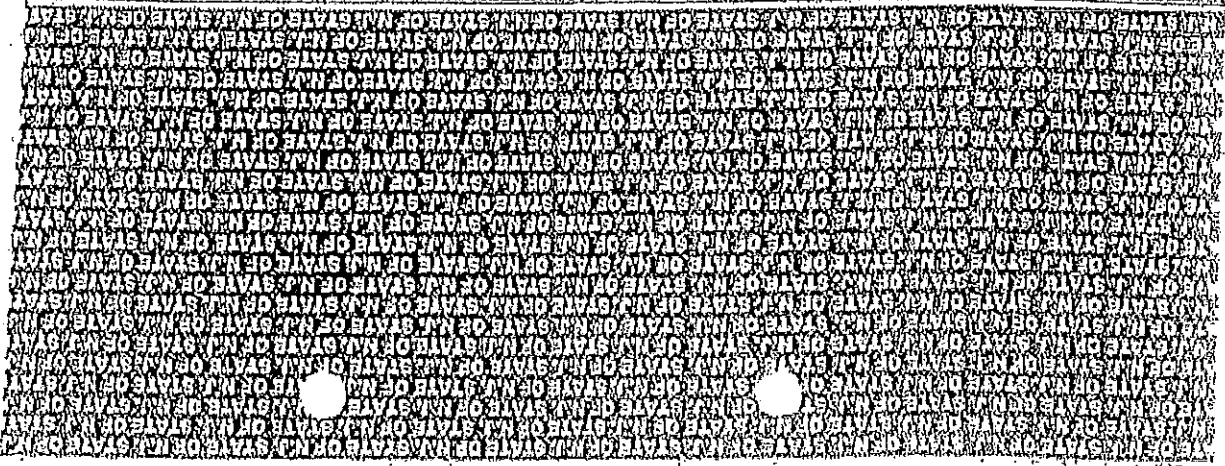
ISSUANCE DATE:

02/18/05

EFFECTIVE DATE:

01/1/05

FORM-BRC(00-01) This Certificate is not a legal document and does not constitute a contract. It is subject to the provisions of the Tax Code and the regulations thereunder. It is not to be used as evidence of any liability or as a receipt for any tax.



# 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-2017** to **15-APR-2024**



**JOHN J. CURLEY, LLC**  
**1202 PLAZA TEN**  
**JERSEY CITY**

**NJ 07311**



A handwritten signature in black ink, appearing to read 'Ford M. Scudder'.

**FORD M. SCUDDER**  
State Treasurer

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

City Clerk File No. Res. 17-335

Agenda No. 10.Z.23.

Approved: APR 12 2017

TITLE:



## RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION

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

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 16-150 on March 9, 2016 reauthorizing a one year professional services agreement with the law firm of Lite DePalma Greenberg, LLC, 570 Broad Street, Suite 1201, Newark, NJ 07102 as Special Counsel to represent the City of Jersey City in the matters pertaining to the Port Authority of New York & New Jersey; and

**WHEREAS**, the firm of Lite, DePalma, Greenberg, LLC agreed to perform these services at the same rate of **\$150.00 per hour**, including expenses, for a total amount not to exceed **\$200,000**; and

**WHEREAS**, Lite, DePalma, Greenberg, LLC, possesses the skills and expertise to perform these services; and

**WHEREAS**, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

**WHEREAS**, in October 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under Pay-to-Play Law; and

**WHEREAS**, Lite, DePalma, Greenberg, LLC 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**, Lite, DePalma, Greenberg, LLC 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**, a temporary encumbrance in the amount of **\$30,000** is available in Account No.: **17-01-201-20-155-312**; and

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

1. The contract with Lite, DePalma, Greenberg, LLC is hereby reauthorized for one year effective April 12, 2017 and amended to increase the contract amount by an additional **\$200,000** for a total amount of \$1,327,651.54.
2. The award of this contract shall be subject to the condition that Lite, DePalma, Greenberg, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary.

**TITLE: RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION**

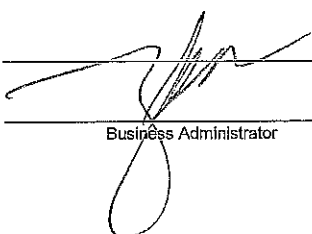
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
- 5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 6. A copy of the Certification of Compliance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

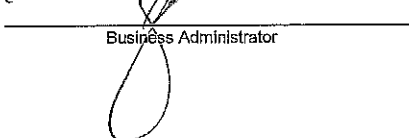
I hereby certify that there are sufficient funds available in Account No.: **17-01-201-20-155-312** for payment of this resolution.

*PO# 124525*

  
Donna Mauer, Chief Financial Officer

*igp*  
3/17/17

APPROVED:  \_\_\_\_\_ APPROVED AS TO LEGAL FORM *R.R.*  
*3-29-17*

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


Certification Required    
 Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		Absent	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		Absent	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

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

  
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 THE LAW FIRM OF LITE, DePALMA, GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION**

**Project Manager**

Department/Division	Law	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 aggressively litigate against the Port Authority. Accordingly, the City is reentering into a contract with Lite, DePalma, Greenberg, LLC to provide legal services at \$150.00 an hour for an additional contract amount of \$200,000.

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

Law Department Funds  
17-01-201-20-155-312

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

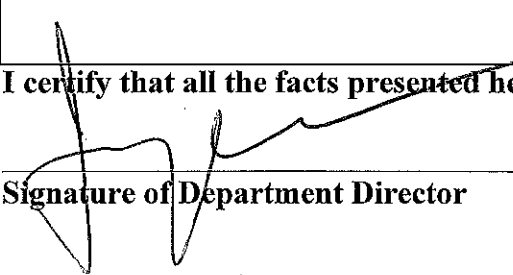
One Year

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 \_\_\_\_\_, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Lite DePalma Greenberg, LLC, 570 Broad Street, Suite 1201, Newark, New Jersey 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Commercial Litigation.

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 \$200,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges

- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making



reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

**V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the

undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## **VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

#### **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

#### **X. GENERAL TERMS**

##### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Robert Kakoleski**  
Business Administrator

**WITNESS:**

**Lite DePalma Greenberg, LLC**

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

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

(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): Victor A. Afanador, Member of the Firm

Representative's Signature: 

Name of Company: Lite DePalma Greenberg, LLC

Tel. No.: 973-623-3000

Date: 03.22.2017



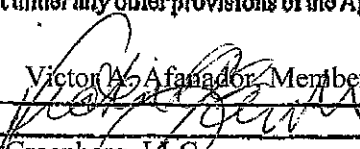
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City \_\_\_\_\_ of Jersey City \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Victor A. Afanador, Member of the Firm  
Representative's Signature:   
Name of Company: Lite DePalma Greenberg, LLC  
Tel. No.: 973-623-3000 Date: 03.22.2017

**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 : Lite DePalma Greenberg, LLC

Address : 570 Broad Street - Suite 1201, Newark, NJ 07102

Telephone No. : 973-623-3000

Contact Name : Victor A. Afanador

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: Lite DePalma Greenberg, LLC

Address: 570 Broad Street - Suite 1201, Newark, NJ 07102

Telephone No. : 973-623-3000

Contact Name: Victor A. Afanador

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**

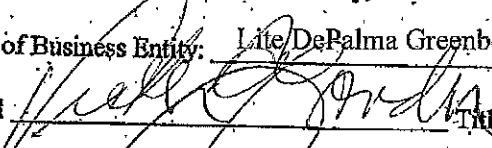
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lite DePalma Greenberg, LLC (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Lite DePalma Greenberg, 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.

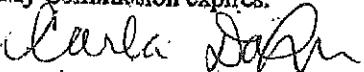
Name of Business Entity: Lite DePalma Greenberg, LLC

Signed:  Title: Member of the Firm

Print Name: Victor A. Afanador Date: 03.22.2017

Subscribed and sworn before me  
this 22 day of March, 2017.

My Commission expires:



**CARLA DASILVA**  
A Notary Public of New Jersey  
My Commission Expires May 4, 2019

  
(Affiant)  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

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

**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman 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
Joseph J. DePalma	54 Edward Court, Basking Ridge, NJ
Bruce D. Greenberg	62 Barchester Way, Westfield, NJ
Victor A. Afanador	17 Cheryl Lane, Roseland, NJ

**Part 3 – Signature and Attestation:**

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

Name of Business/Entity: Lite DePalma Greenberg, LLC

Signed: Victor A. Afanador Title: Member of the Firm

Print Name: Victor A. Afanador Date: 03.22.2017

Subscribed and sworn before me this 22 day of March, 2017

CARLA DASHVA (Affiant)

My Commission expires: A Notary Public of New Jersey  
 My Commission Expires May 4, 2019 (Print name & title of affiant) (Corporate Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

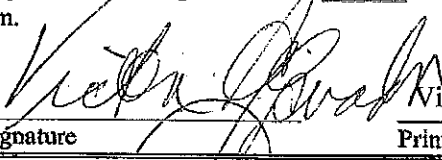
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Lite DePalma Greenberg, LLC		
Address:	570 Broad Street, Suite 1201		
City:	Newark	State:	NJ
		Zip:	07102

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	Victor A. Afanador Printed Name	Member of the Firm Title
--	------------------------------------	-----------------------------

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)

Certification 40135

**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-2014** to **15 JUN-2021**.

**LITE DEPALMA GREENBERG LLC  
570 BROAD STREET  
NEWARK**

**NJ 07102**



*Ford M. Scudder*

**FORD M. SCUDDER  
Acting State Treasurer**

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

LITE DEPALMA GREENBERG LLC

TRADE NAME:

ADDRESS:

570 BROAD ST STE 1201  
NEWARK NJ 07102

SEQUENCE NUMBER:

0067861

EFFECTIVE DATE:

02/05/90

ISSUANCE DATE:

12/17/15

*James J. Fruscione*  
Director  
New Jersey Division of Revenue

FORM-BRC

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



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

City Clerk File No. Res. 17-336

Agenda No. 10.Z.24

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. AMONG THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, AND THE HUDSON COUNTY IMPROVEMENT AUTHORITY IN CONNECTION WITH THE REPAVING OF DUNCAN AVENUE WEST OF ROUTE 1&9T**

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and public authorities to provide services to one another; and

**WHEREAS**, the portion of Duncan Avenue located west of its intersection with Routes 1&9T is in a state of extensive disrepair; and

**WHEREAS**, the Hudson County Improvement Authority (HCIA), the City of Jersey City (City), and the Jersey City Municipal Utilities Authority (JCMUA) intend to reconstruct approximately 2,400 linear feet of the portion of Duncan Avenue located west of its intersection with Routes 1&9T (Project); and

**WHEREAS**, the Project will greatly improve and enhance the drivability, drainage, and safety of this portion of Duncan Avenue; and

**WHEREAS**, after the completion of the Project, the City will transfer jurisdiction and control of this section of Duncan Avenue to the County of Hudson; and

**WHEREAS**, the estimate for the total Project cost is \$1,713,404.14 and the HCIA will be responsible for 50% of the Project cost (\$856,702.14), the City will be responsible for 30% of the Project cost (\$506,702.07), and the JCMUA will be responsible for 20% of the Project cost (\$350,000.00); and

**WHEREAS**, funds in the amount of \$506,702.07 are available in Account No. 04-215-55-113-990; and

**WHEREAS**, the HCIA will enter into a contract with a contractor for the construction of the Project; and

**WHEREAS**, the City, the JCMUA, and the HCIA desire to enter into a Shared Services Agreement for this Project; and

**WHEREAS**, the term of the Shared Services Agreement shall be for the duration of the Project.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with the JCMUA and the HCIA for providing funding to reconstruct approximately 2,400 linear feet of the portion of Duncan Avenue located west of its intersection with Routes 1&9T (Project) subject to the following minimum terms and conditions:
  - a. The term of the Agreement shall be effective upon execution of the Agreement by City officials and shall terminate upon completion of the Project;

TITLE:

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. AMONG THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, AND THE HUDSON COUNTY IMPROVEMENT AUTHORITY IN CONNECTION WITH THE REPAVING OF DUNCAN AVENUE WEST OF ROUTE 1&9T**

- b. The City shall contribute funds for the Project in the amount of \$506,702.07;
- 2. The Shared Services Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate; and
- 3. A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$506,702.07 are available in Account No. 04-215-55-113-990 PO# 124713

RR  
4-4-17

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.12.17</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	Absent		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	Absent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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 A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. AMONG THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, AND THE HUDSON COUNTY IMPROVEMENT AUTHORITY IN CONNECTION WITH THE REPAVING OF DUNCAN AVENUE WEST OF ROUTE 1&9T**

**Project Manager**

Department/Division	Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	201-547-4642	rjkakoleski@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 Hudson County Improvement Authority (HCIA), the City, and the Jersey City Municipal Utilities Authority (JCMUA) intend to reconstruct approximately 2,400 linear feet of the portion of Duncan Avenue located west of its intersection with Routes 1&9T (Project). The Project will greatly improve and enhance the drivability, drainage, and safety of this portion of Duncan Avenue. After the completion of the Project, the City will transfer jurisdiction and control of this section of Duncan Avenue to the County. The estimate for the total Project cost is \$1,713,404.14. The HCIA will be responsible for 50% of the Project cost (\$856,702.14), the City will be responsible for 30% of the Project cost (\$506,702.07), and the JCMUA will be responsible for 20% of the Project cost (\$350,000.00). The HCIA will enter into a contract with a contractor for the construction of the Project.

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

Funds in the amount of \$506,702.07 are available in Account No. 04-215-55-113-990

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

For the duration of the project to reconstruct a portion of Duncan Avenue

Type of award Shared Services Agreement

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**SHARED SERVICES AGREEMENT  
BY and BETWEEN  
THE HUDSON COUNTY IMPROVEMENT AUTHORITY,  
THE CITY OF JERSEY CITY  
and the  
JERSEY CITY MUNICIPAL UTILITIES AUTHORITY**

**THIS AGREEMENT**, dated \_\_\_ day of April \_\_\_, 2017, by and between the HUDSON COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., located at 830 Bergen Avenue, Jersey City, New Jersey 07304 (hereinafter the “Authority”), the CITY OF JERSEY CITY, located at 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter the “City”), and the JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, a public body duly formed pursuant to and in accordance with the County and Municipal Utilities Authority Law N.J.S.A. 40: 14B-1 et seq., located at 555 Route 440, Jersey City, New Jersey 07304 (hereinafter the “JCMUA”), who may also collectively be referred to as the “PARTIES.”

**WITNESSETH**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (“Shared Services Act”) permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

**WHEREAS**, the Authority, in conjunction with the City and the JCMUA have proposed the reconstruction (“Project”) of approximately 2,400 linear feet of that portion of Duncan Avenue located in the City of Jersey City and bound by industrial lots to the north, the Skyway Golf Course and County Prosecutor’s Office to the south, the intersection of Duncan Avenue with Stockton Avenue and US Route 1 & 9 to the east, and the Hackensack River to the west (the “Project Area”); and

**WHEREAS**, that portion of Duncan Avenue is in a state of extensive disrepair; and

**WHEREAS**, the Project shall greatly improve and enhance the drivability, drainage and safety of that portion of Duncan Avenue; and

**WHEREAS**, after completion of the Project, the City shall transfer ownership of the Project Area to the County of Hudson; and

**WHEREAS**, the PARTIES have discussed the Project and desire to enter into a Shared Services Agreement memorializing the terms and conditions of the agreement between the Authority and the JCMUA relating to said Services (the “Agreement”).

**NOW, THEREFORE**, in consideration of the execution of this Agreement by and between the PARTIES, and in further considerations of the terms and covenants within this Agreement, and the mutual benefits to be derived by the PARTIES hereto, the Authority, the City and JCMUA do hereby agree as follows:

**ARTICLE I**  
**AGREEMENT AND SCOPE OF THE SERVICES**

The scope of the Services for the Project provided under this Agreement shall be publicly procured by the Authority and include but not be limited to the following:

A. The demolition and removal of approximately 2,400 linear feet of the existing roadway surface and full depth reconstruction to improve the drivability and drainage characteristics of that portion of Duncan Avenue.

B. The installation of a new protective guardrail and sidewalk along the south side of the roadway.

C. The installation of pavement, curbing and sidewalk transitions along the northern side of the roadway.

D. The removal of approximately 45-feet of the existing pavement and replacement with a pervious surface, at the western terminus of the roadway, adjacent to the Hackensack River, as well as protective barriers to stop traffic.

E. The work is more fully described in the plans (dated March 13, 2017) and Specifications issued for Bid January 17, 2017 , prepared by Paulus, Sokolowski & Sartor, LLC, and reviewed with and by the Office of the County Engineer and the City of Jersey City, Division of Engineering, Traffic & Transportation.

F. Upon completion of the Project and transfer of ownership of the Project Area from the City to the County of Hudson, the County of Hudson shall thereafter be responsible for the maintenance of the Project Area Duncan Avenue

## **ARTICLE II**

### **TERM**

This Shared Services Agreement shall commence on April \_\_\_\_, 2017 and continue until such time as the Project is completed and ownership of the Project Area is transferred from the City to the County of Hudson.

## **ARTICLE III**

### **COMPENSATION**

A. The PARTIES shall share the costs associated with the Project estimated to total \$1,713,404.14 as follows: the Authority shall pay for half (50%) of the Project which is \$856,702.07; and, the City and JCMUA shall pay the remaining half (50%) of the Project. The City shall pay for thirty (30%) percent of the Project which is \$506,702.07. The JCMUA shall pay for twenty (20%) percent of the Project which is \$350,000.00. This amount shall include all labor and equipment, and all permits required by any federal, state or local laws, administrative codes or applicable regulations. The PARTIES agree that the estimated total cost of the Project is subject to the issuance of any change orders requiring the expenditure of reasonable additional amounts as may be deemed necessary to complete the Project, in the sole discretion of the Authority and subject to consultation with the City and JCMUA. The PARTIES agree that this Agreement will be amended if additional funds are needed for the Project.

B. Invoices:

- a. The Authority shall prepare invoices to be billed to the City and JCMUA providing an itemization of the work performed in connection with the Project. The cost of such services shall be shared evenly between the PARTIES, which shall be reflected on such invoices.
- b. The Authority shall prepare and send invoices on a monthly basis to the City and JCMUA, which shall be paid by the JCMUA within thirty (30) days thereafter.

## **ARTICLE IV**

### **GENERAL CONDITIONS AND TERMS**

A. In the event that any one or more of the terms and conditions contained in this Agreement shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality

and enforceability of the remaining terms and conditions contained herein shall not in any way be affected or impaired thereby.

B. All controversies, disputes or questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law provision or rule (whether the State of New Jersey or any jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. The PARTIES consent to the filing of an action in, and hereby submit to the jurisdiction of, the State courts located in the State of New Jersey, County of Hudson, and further agree that such Courts shall be exclusive courts of jurisdiction and venue for any litigation arising under this Agreement.

C. This Agreement constitutes the entire agreement between the PARTIES hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, either oral or executed in writing by the PARTIES to be bound thereby. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the PARTIES.

D. This Agreement may not be assigned without the express written consent of the Authority, the City and JCMUA.

E. This Agreement may be amended, modified or changed in a dated writing executed by and between the Authority, the City and JCMUA.

F. Each person executing this Agreement represents and warrants that he or she has been empowered and authorized by the respective party on whose behalf he or she is acting to so execute this Agreement.

G. Indemnification:

- a. The Authority shall indemnify and hold the JCMUA, its Commissioners and employees harmless from and against any and all claims or liabilities arising out of the completion of the Project, as more fully described in Article I of this Agreement.
- b. The Authority shall indemnify and hold the City, its Commissioners and employees harmless from and against any and all claims or liabilities arising out of the completion of the Project, as more fully described in Article I of this Agreement.

**SEE NEXT PAGE FOR SIGNATURES**



**IN WITNESS HEREOF**, the parties hereto are authorized and have executed this Agreement on the day and year first written below.

**HUDSON COUNTY IMPROVEMENT  
AUTHORITY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Norman M. Guerra  
Chief Executive Officer

**CITY OF JERSEY CITY**

\_\_\_\_\_  
Date

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

**JERSEY CITY MUNICIPAL  
UTILITIES AUTHORITY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Executive Director

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

City Clerk File No. Res. 17-337

Agenda No. 10.Z.25

Approved: APR 12 2017

TITLE:



## A RESOLUTION RECOGNIZING DADDY'S SUNSHINE FOR ORGANIZING THE THIRD ANNUAL HUDSON COUNTY LUPUS WALK

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Jersey City Municipal Council is proud to recognize **Daddy's Sunshine** for organizing the annual Hudson County Lupus Walk to raise funds for the betterment of the quality of life of individuals who have been diagnosed with Lupus; and

**WHEREAS**, **Daddy's Sunshine** began organizing the annual Hudson County Lupus Walk in 2015 to raise awareness of the disease of Lupus, which is known as a "silent killer," and will give those diagnosed with Lupus the opportunity to talk about the disease and give courage to others who are suffering with the disease; and

**WHEREAS**, representatives from **Daddy's Sunshine** have worked diligently since early 2015 to recruit sponsors and volunteers throughout Hudson County to assist in fundraising, publicizing, and coordinating of the annual Hudson County Lupus Walk; and

**WHEREAS**, Richard M. Young, Omayra Olmo Young, Lisa DeMauro, Tanya Johnson, David Manigbas, Ramon Manigbas, Awilda Rolan, Karen Cranford DeFazio, Cathy DeFazio McBride, and Amy Alamo, the board members of **Daddy's Sunshine**, are deserving of special recognition of the efforts in planning the third annual Hudson County Lupus Walk this year; and

**WHEREAS**, through the efforts of **Daddy's Sunshine**, its board, and all the donors and volunteers they were able to recruit, the third annual Hudson County Lupus Walk will be happening on May 13<sup>th</sup>, 2017 at Jersey City's Lincoln Park;

**NOW, THEREFORE, BE IT RESOLVED** that all the Members of the Jersey City Municipal Council do hereby commend **Daddy's Sunshine** for its fundraising, publicity, and networking efforts to ensure that those suffering from Lupus have access to financial assistance and moral support.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required   
**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

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

\_\_\_\_\_  
 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. 17-338

Agenda No. 10.Z.26

Approved: APR 12 2017

TITLE:



**RESOLUTION AUTHORIZING A CLOSED CAUCUS OF THE MUNICIPAL COUNCIL ON MONDAY, APRIL 24, 2017 AT 5:00 P.M. TO UPDATE AND ADVISE THE COUNCIL OF PENDING LITIGATION AND/OR MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE**

COUNCIL offered and moved the following Resolution:

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:5-1 et seq. (Act), authorizes a governmental body to hold closed sessions to discuss pending litigation and/or matters within the attorney-client privilege; and

**WHEREAS**, the Act requires that a closed session be authorized by Resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

**WHEREAS**, the Council wishes to discuss pending litigation, which involves issues within the attorney-client privilege.

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

- 1) a closed caucus of the Council be held on Monday, April 24, 2017 at 5:00 P.M., to update and advise of pending litigation and/or matters within the attorney-client privilege.
- 2) That the minutes of this closed caucus be released to the public when the Corporation Counsel deems that the legal interest of the City of Jersey City will not be affected by such release.

kk  
4/11/17

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required  **APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.12.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		Absent	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		Absent	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk